

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Wayne, County of and Wayne County Employees Unit 9100-02, CSEA Local 1000, AFSCME, AFL-CIO, Wayne County Local 859 (2011) (MOA)**

Employer Name: **Wayne, County of**

Union: **Wayne County Employees Unit 9100-02, CSEA, AFSCME, AFL-CIO**

Local: **Wayne County Local 859, 1000**

Effective Date: **01/01/11**

Expiration Date: **12/31/13**

PERB ID Number: **7122**

Unit Size: **N/A**

Number of Pages: **82**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

GEN/7122

CONTRACT
between
THE COUNTY OF WAYNE, NEW YORK
and
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
WAYNE COUNTY LOCAL 859
WAYNE COUNTY GENERAL EMPLOYEES
UNIT 9100-02

JANUARY 1, 2011 - DECEMBER 31, 2013

TABLE OF CONTENTS

ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. ASSOCIATION SECURITY.....	2
ARTICLE 3. MANAGEMENT RIGHTS.....	5
ARTICLE 4. ANNUAL LEAVE.....	6
ARTICLE 5. MILITARY LEAVE.....	9
ARTICLE 6. BEREAVEMENT LEAVE	9
ARTICLE 7. LEAVE OF ABSENCE	11
ARTICLE 8. HOLIDAYS.....	12
ARTICLE 9. SICK LEAVE	15
ARTICLE 10. RETIREMENT PROGRAM.....	17
ARTICLE 11. PROMOTIONS.....	17
ARTICLE 12. WORK WEEK.....	18
ARTICLE 13. OVERTIME.....	24
ARTICLE 14. SALARIES AND WAGES.....	27
ARTICLE 15. HEALTH INSURANCE	28
ARTICLE 15A. DISABILITY INSURANCE.....	34
ARTICLE 16. OTHER COMPENSATION.....	34
ARTICLE 17. DURATION	36
ARTICLE 18. PROBATIONARY PERIOD OF EMPLOYMENT	36
ARTICLE 19. VACANCIES.....	37
ARTICLE 20. SENIORITY.....	39
ARTICLE 21. SEPARABILITY AND CONSTRUCTION.....	41

ARTICLE 22.COMPLIANCE WITH LAW43

ARTICLE 23.GRIEVANCE PROCEDURE43

ARTICLE 24.TUITION REIMBURSEMENT48

ARTICLE 25.HEALTH AND SAFETY COMMITTEE49

MEMORANDA OF AGREEMENT 49-63

APPENDIX "A" SALARY SCHEDULE64

THIS AGREEMENT is made pursuant to Article XIV of the Civil Service Law of the State of New York and entered into as of the 1st day of January, 2011, between the County of Wayne, hereinafter referred to as "County" and, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Local 859, Wayne County Employee's Unit 9100-02, hereinafter referred to as the "Association".

ARTICLE 1. RECOGNITION

SECTION 1. BARGAINING UNIT

The County hereby recognizes the Association as the sole and exclusive negotiating agent for all the employees of the County excluding elected and appointed officials, Department Heads, Director of Nursing Services, Criminal Investigator in District Attorney's Office, Sheriff's Lieutenants, Court Security Officers, Corrections Officers, employees represented by IUE, Managerial Employees and Managerial Support Staff not subject to collective bargaining agreements, Deputy Sheriffs, professional caseworkers of the Social Services Department, Supervisory Employees, part time (working less than forty (40) hours per month), temporary employees, seasonal, substitutes and high-school and college students. Specific job titles included within the unit at this time are contained in the salary schedule annexed hereto.

Salaries for each new position or job title created by the County which falls within reasonable purview of this unit, shall be negotiated with the Association.

All jobs reporting to the Board of Supervisors or which are otherwise determined to be confidential or managerial shall be excluded from the unit.

SECTION 2. OBLIGATIONS OF THE ASSOCIATION

The Association expressly agrees, as a condition of the recognition contained in this Article, not to engage in a strike, slow down or other work stoppage, nor to instigate, encourage or condone the same.

SECTION 3. DISCRIMINATION

The County and the Association agree to perform their respective functions without regard to an employee's race, creed, color, national origin, age, sex, disability, marital status or sexual orientation.

SECTION 4. TERM

The recognition granted herein shall be for the maximum period permitted by law.

ARTICLE 2. ASSOCIATION SECURITY

SECTION 1. WAGE DEDUCTIONS

The County shall deduct from the wages of employees within the bargaining unit regular membership dues, and other authorized deductions, such as premiums for Association policies, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction(s).

The County shall remit such monies deducted monthly to: The Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Association hereby agrees to hold the County harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this article.

SECTION 1(A). AGENCY SHOP

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit, who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

SECTION 2. DISCRIMINATION

Membership in the Association shall be voluntary, and the County agrees that there shall be no discrimination, interference, restraint or coercion by the County, or any of its

agents against any employee because of his/her membership in the Association or because of any lawful activities on behalf of the Association.

SECTION 3. ASSOCIATION BUSINESS

The Association may designate one or more delegates to attend conventions of the Association. Each year there shall be allowed to the Association a total of twelve (12) days leave with pay which shall be shared by such delegates. The President of the Association shall file written notice in the Office of the County Administrator ten (10) days prior to the day upon which such leave is to begin and shall specify the name(s) of the member(s) designated, date(s) requested and location of the function to be attended.

SECTION 4. BULLETIN BOARDS

The Association shall have the right to place Association owned bulletin boards in locations mutually agreeable to the County. The Association shall have the right to post notices or other communications on existing County bulletin boards or Association owned bulletin boards within the Department of its members. The Association, however, agrees that any item to be posted which is outside the realm of the business of the Association shall be approved by the Chairman of the Board of Supervisors in advance.

SECTION 5. STAFF REPRESENTATIVE

The Association Staff representative may, for the purposes of administering this agreement, meet with individual members on the job, providing that no inordinate interruption of work is caused by such meeting.

SECTION 6. NEGOTIATING COMMITTEE

The Association may designate a maximum of eight (8) members plus the Unit President and Vice President to serve as a negotiating committee provided that the committee membership shall be drawn from nine (9) different County departments. County employees serving on the committee shall be paid their regular salary for attending contract negotiation sessions in the event that such sessions occur during their normal working hours. Members of the negotiating committee shall also be allowed four (4) hours time off with pay to attend one pre-negotiation meeting with their chief negotiator in the event that said meeting occurs during normal working hours.

SECTION 7.

Upon the written request of the Association, the Employer shall supply to the Wayne County General Unit of CSEA, on a quarterly basis, a list of all employees in the bargaining unit showing each employee's full name, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. It is understood and agreed that social security numbers and any other personal information that may be made available to the Association is for the Association's confidential, exclusive use in conjunction with its rights and duties under the Taylor Law. The Association agrees that the non-consensual use of social security numbers and any other personal information by other agents of the Association, or the use or release of such information for other than statutory purposes, is not authorized by the County.

SECTION 8.

The County shall reproduce copies of this agreement in a form mutually agreeable to the parties. The County shall provide each member of the unit with a copy of the Agreement. The President of the Unit will be provided with fifteen (15) extra copies. Any additional copies requested shall be provided by the County at a cost of \$2.50 per copy.

SECTION 9.

Officers and Stewards shall be allowed to act as representatives in the handling of grievances and to perform other Association duties. Reasonable time shall be allowed without loss of pay subject however to the operating efficiencies of the department and directions of the Supervisory personnel.

The following procedure shall be used by Officers and Stewards for release time for union business:

- a) The Officer or Steward shall notify his/her immediate supervisor of the requirement for release time and shall specify the place of intended visitation, that the purpose of release time is for union business and the estimated duration of stay.
- b) Upon arrival at destination, the Officer or Steward shall notify the Department Head or designee of his/her purpose and estimated duration of stay.
- c) The Officer or Steward shall, upon return to his/her work area, notify his/her supervisor of the time of return.

d) All notification by the Officer or Steward to his/her supervisor should be in writing whenever possible.

e) Release time for union business shall not be unreasonably denied.

SECTION 10.

The County shall provide a system for a payroll deposit plan with Rochester Community Savings Bank, Lyons National Bank and the Wayne County Teachers Federal Credit Union for members of the bargaining Unit.

It is the County's intent to increase the number of financial institutions available to employees for automatic payroll deposit and transfer. The County reserves the right to enter into an agreement with a "lead bank" to perform payroll transfers to other financial institutions.

SECTION 11.

Members of the Board of Directors of the CSEA will be allowed time off to attend CSEA Board of Directors' business meetings without loss of pay. The County will be reimbursed by CSEA for time and benefits upon their return, or within thirty (30) days, according to the CSEA Rules and Regulations.

ARTICLE 3. MANAGEMENT RIGHTS

SECTION 1.

The County retains the sole right to manage its business and services and to direct the work force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for just cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations

governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

SECTION 2.

The above rights of the County are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the County. Any and all rights, powers and authority the County had prior to entering this Agreement are retained by the County except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4. ANNUAL LEAVE

SECTION 1.

a) A full-time employee hired prior to the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors shall earn and accumulate leave credit at the rate of one-half (1/2) day per bi-weekly pay period and be credited with one (1) additional leave day on January 1st of each year for a maximum annual total of fourteen (14) leave days. An employee shall not earn annual leave for any bi-weekly pay period unless he/she is in full pay status for at least five (5) work days during such bi-weekly pay period.

b) Upon completion of the following full years of continuous service, an employee hired prior to the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Additional Annual Leave Credit</u>
5-9 years	5 days total per year
10 years and beyond	10 days total per year

c) Upon completion of thirteen (13) bi-weekly pay periods of service, a full-time employee hired on or after the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors will be credited with seven and one-half (7 1/2) days of annual leave. Thereafter, each such employee shall earn and accumulate leave credit at the rate of one-half (1/2) day per bi-weekly pay period. An employee shall not earn

annual leave for any bi-weekly pay period unless he/she is in full pay status for at least five (5) work days during such bi-weekly pay period.

d) Upon completion of the following years of continuous service, an employee hired on or after the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors will be credited on the employee's anniversary date of employment with the County, with additional annual leave in accordance with the following schedule:

Completed Years of
Continuous Service

Additional Annual Leave Credit

5 years and beyond

5 days total per year

NOTE: For purposes of this Article, "an employee hired on or after the June 7, 2011 date of ratification of this Agreement by the Wayne County Board of Supervisors" shall not be interpreted to mean any employee holding a regular part-time or full-time position on that date within Wayne County service who is transferred or appointed after said date to a position represented by the CSEA in the bargaining unit covered by this Agreement.

e) An authorized leave of absence, military leave without pay or a resignation followed by a return to work, reinstatement or reemployment in County service within one year following such leave or resignation shall not constitute an interruption of continuous service for the purposes of subdivisions (b) and (d).

f) An employee, during the calendar year, may accumulate annual leave credits in excess of thirty (30) days. However, no accumulation of annual leave credits in excess of thirty (30) days shall be permitted to be carried over from one calendar year to another.

g) To the extent sick leave may be exhausted, an employee may request and use annual leave for purposes other than taking an annual leave. Annual leave shall not be requested, approved or taken in increments of less than one quarter (1/4) hour.

h) In the event a holiday occurs during the period when an employee is on an approved leave, such day may be considered as a holiday and shall not be counted as part of the employee's annual leave.

SECTION 2.

a) Notice of the annual leave period desired shall be given in writing by each employee to the department head or his/her designee.

b) Requests to use more than three (3) days of annual leave shall be responded to in writing within seven (7) days after the notice is received, exclusive of Saturday, Sunday or holidays.

c) Requests to use three (3) days or less of annual leave shall be responded to in writing within two (2) days after the notice is received, exclusive of Saturday, Sunday or holidays.

d) Requests to use one (1) day or less of annual leave may be made with less than twenty-four (24) hours notice.

e) Requests for annual leave made as the result of a serious emergency shall not be unreasonably denied.

All annual leave shall be taken at a time agreed to by the Department Head and the employee.

SECTION 3.

Upon voluntary severance from the County, where a prior twenty (20) calendar day notice has been given by the employee to the County in writing, an employee shall be entitled to unused annual leave pay due at time of severance. Said unused annual leave pay shall be paid to the employee in a lump sum. The rate of annual leave pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

Upon the death of an employee, the unused annual leave days accrued by the employee at the time of death shall be paid to the employee's estate.

SECTION 4.

In determining annual leave schedules, seniority shall be the determining factor when all other factors, including the needs of the County are considered equally among employees requesting the same time period for annual leave, provided the employees request the time on the same day.

SECTION 5.

Part-time employees working 700 hours or more in the period from January – December will receive six (6) leave days per year, based upon their normal regular work day, to be used effective the following January 1.

SECTION 6.

An employee may elect to receive cash payment for up to five (5) days of accumulated but unused annual leave credit during any calendar year of employment. Such election shall be made in writing and submitted in advance in accordance with deadlines established by the Employer. Payment will be made only in full day blocks. Payments will be processed only in the first pay date in June and/or the first pay date in December. All such payments shall be at the employee's then current regular straight time hourly rate of pay.

ARTICLE 5. MILITARY LEAVE

SECTION 1.

Employees covered by this agreement will be paid for military leave in accordance with the Military Law of the State of New York.

SECTION 2.

Employees shall notify their supervisors as far in advance as possible of required military assignments and not later than the workday following receipt of official notice of such assignments.

SECTION 3.

It will be the responsibility of each employee, in order to be paid under this Article, to present their supervisor with an official record of the time spent for the claimed period of active service.

SECTION 4.

No employee will be required to apply their annual leave to any period of mandatory military service.

ARTICLE 6. BEREAVEMENT LEAVE

SECTION 1.

a) In the event of the death of an employee's current spouse or domestic partner, parent, (including foster parents, adoptive parents, and step-parents), child (including natural, adopted, foster and step-child), brother, sister, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, or

other person who is a member of his/her household, the employee shall be granted up to four (4) full days off relating to the death and/or funeral, plus the day of the funeral. The days granted will be compensated at the rate of the employee's regular day's pay.

If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled workday.

b) Upon reasonable doubt, a Department Head may request that the employee submit a notice of death or other evidence attesting to the validity of the absence.

SECTION 2.

In the event of the death of an employee's aunt, uncle, niece, nephew or cousin, the employee shall be granted one (1) full day off to attend the funeral.

The one day granted will be compensated at the rate of the employee's regular day's pay. Should employees desire to utilize three (3) days under this section, they will be permitted to use two (2) days of accumulated sick leave in conjunction with the one (1) day granted for an aggregate of three (3) days leave.

If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled workday.

SECTION 3.

Part-time employees will be granted two (2) full days compensated at the rate of the employee's regular day's pay for bereavement leave for family members associated in SECTION 1 of ARTICLE 6 and one (1) full day's compensation at the rate of the employee's regular day's pay for bereavement for family members associated in SECTION 2 of ARTICLE 6. If the funeral falls on a holiday, the following day can be taken as a bereavement day, providing that the next day is a regular scheduled work day.

SECTION 4.

In the event one (1) or more of the bereavement days in this section falls on an employee's annual leave, sick time, or other paid time off, the employee shall, at his/her request, have the bereavement time substituted for the other time off work.

ARTICLE 7. LEAVE OF ABSENCE

SECTION 1.

a) Leave of absence without pay for ten (10) days or less may be permitted upon request to the Department Head upon a minimum of three (3) days written notice except that prior notice will not be required in an emergency situation. Approval of leave shall be at the sole discretion of the Department Head.

b) Leave of absence without pay for more than ten (10) days may be permitted upon request to the Department Head upon a minimum of thirty (30) days written notice except that prior notice shall not be required in an emergency situation. Approval of such leave shall not be unreasonably denied.

SECTION 2. PARENTAL LEAVE

a) A pregnancy related disability shall be treated in the same manner as any other non-occupational disability with respect to sick leave benefits and NYS disability insurance coverage. The employee shall notify her Department Head of the estimated start of such leave.

b) An employee shall be entitled to a parental leave of absence not to exceed one (1) year in connection with the birth of the employee's child or the placement of a child with the employee for adoption or foster care. Female employees shall be entitled to use sick leave during the period of the pregnancy-related disability. In addition, employees may elect to use annual leave and accrued compensatory time during any parental leave. Once all annual leave and compensatory time credits have been exhausted, the balance of the parental leave shall be unpaid leave. The combination of paid and unpaid leave shall not exceed one (1) year and shall encompass any time during which the employee is on leave pursuant to the federal Family and Medical Leave Act (FMLA).

c) Once FMLA benefits have been exhausted, the employee will be allowed to remain in the health insurance program at group rates during the unpaid portion of any parental leave provided that he/she pays the County the full cost of his/her health insurance.

d) If the employee chooses at any time to resign from County service during a parental leave, the County shall recognize any rights he/she may have to continue his/her health insurance coverage under COBRA. An employee who fails to return to work

immediately upon the expiration of an approved parental leave of absence shall be deemed to have voluntarily resigned from employment absent extenuating circumstances deemed acceptable to the County's Director of Human Resources. Any determination of the County's Director of Human Resources in that regard shall be final, binding and not reviewable in any forum.

SECTION 3.

The County shall comply with the appropriate provisions of the Family and Medical Leave Act of 1993.

ARTICLE 8. HOLIDAYS

SECTION 1.

The following days shall be designated paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day, and one (1) floating holiday,

When one of the above holidays falls on a Saturday, the preceding Friday shall be designated as the holiday. When one of the above holidays falls on a Sunday, the following Monday shall be designated as the holiday.

The floating holiday may be taken at a time mutually agreeable to the employee and the department head (or his/her designee) and upon at least forty-eight (48) hours advance notice. The floating holiday shall not be unduly denied. However, the department head/designee shall have the right to limit the number of employees using a floating holiday on any given day due to work requirements. The floating holiday shall be credited in the first full pay period in January each year. However, new employees hired after the first pay period in January through October 31 of the calendar year will be credited with one (1) floating holiday at the time of hire. Employees hired on or after November 1 shall not be credited with a floating holiday at the time of hire. An unused floating holiday shall not accumulate from year to year but rather must be used within the calendar year it is earned.

SECTION 2.

a) If an employee is required to work on a holiday, the employee shall be paid at twice their normal rate for such holiday work. Or, if requested by the employee, and approved in advance by the supervisor, an alternate day may be taken within six weeks, and pay for the day worked will be at "straight time". Exceptions are provided elsewhere in this article.

b) Employees may request permission from their supervisor, in writing, to work on any of the designated holidays. The decision as to whether or not the work to be performed by the employee is necessary shall be at his/her supervisor's discretion and shall be subject to approval by the Department Head. If approved, the employee has an option to:

1. Receive pay at twice their hourly rate; or
2. Receive an alternate day off, and payment for the day worked will be at straight time.

This alternate time, if approved, will be taken at a mutually agreed upon time within six weeks of the holiday for which it compensates.

SECTION 3.

When County holidays, or days off, are celebrated at other times than New York State holidays, the following departments will be minimally manned: Motor Vehicle, County Clerk, County Treasurer, Clerk of the Board of Supervisors.

In lieu of holiday pay, employees manning these departments, will receive an alternate day off during the six weeks following their holiday duty, or if mutually agreeable with their department head, they may receive pay at twice their normal rate and no alternate time off.

This provision also applies to the day after Thanksgiving.

If the County takes the necessary steps to close all County offices on the day after Thanksgiving then employees would be paid in accordance with Section 1 of this Article. The union shall receive notice ninety (90) days prior to implementation.

SECTION 4.

a) The following days shall be designated paid holidays for shift employees (as defined in the Article entitled "Work Week") at the Wayne County Nursing Home: New Year's Day, Thanksgiving Day, Christmas Day.

Shift employees who are required to work on these days shall receive twice their normal rate of pay. Shift employees who are not scheduled to work on these days shall be paid for the day off at straight time.

b) Shift employees at the Nursing Home shall earn one (1) floating day of paid leave in each of the following months: February, March, April, May, June, July, August, September and October. Floating days shall be used by the employee at a time to be agreed upon by the Nursing Home Administrator, within the facility's operational requirements. An employee may accumulate a maximum of three (3) floating days, provided however, that no accumulation of floating days shall be permitted to be carried over from one calendar year to another.

c) If a shift employee is required to work on a holiday or floating day and is not given alternate time off, the employee shall be paid at twice their normal rate for such holiday or floating day.

d) A shift employee who works on a holiday or floating day may be given a paid alternate leave day off in lieu of the holiday where agreed upon by the Head of the Department.

e) Sections 1 and 2 of this Article shall apply for all non-shift employees at the Nursing Home.

SECTION 5.

Part-time employees working 700 hours or more in the period from January – December who work on New Year's Day, Thanksgiving Day and/or Christmas Day shall be paid at one and one half (1.5) times their normal rate for all hours worked during those days.

SECTION 6.

Employees who are required to work on New Year's Day, Thanksgiving Day, and/or Christmas Day shall receive twice their normal rate of pay for all hours worked on those days.

SECTION 7. Floating Days (E-911 only)

Public Safety Dispatchers shall earn one (1) floating day of paid leave in each of the following months: January, February, March, April, May, June, July, August and September. An employee must be on the payroll at least fifteen (15) calendar days during the month in order to accrue a floating holiday. Floating days shall be scheduled at a time mutually agreed upon by the employee and department head.

The "straight time" monetary equivalent (8 hours) of any floating days not used or scheduled by the end of the first payroll period in November shall be included for payment to the employee in the November monthly payroll.

ARTICLE 9. SICK LEAVE

SECTION 1.

Absence from employment by an employee because of illness or disability shall be allowed as sick leave according to the provisions of this Article. Absence from employment because of illness or disability of a member of an employee's immediate family will be treated and allowed as sick leave with the permission, and at the discretion, of the Department Head and/or his designee. For purposes of this provision, "immediate family" shall be defined as the employee's: (i) current spouse or domestic partner; (ii) natural, adopted or foster child; (iii) stepchild; (iv) legal ward; (v) natural, step, or adoptive parent; or (vi) any other individual who is a member of the employee's household.

SECTION 2.

In the event of a compensable accident or illness where payments are made in accordance with the provisions of the New York State Workers Compensation Law, the County shall be responsible to such employee for the difference between the benefits paid by the compensation insurance and the amount of pay to which the employee would have been entitled under regular sick leave pay and such payment shall continue until all sick leave time is exhausted.

SECTION 3.

a) An employee shall be entitled to earn sick leave at the rate of one-half (1/2) working day per bi-weekly pay period and may be taken as earned. An employee shall not

earn sick day credits for any bi-weekly pay period unless they are on full pay status for at least five (5) work days during such bi-weekly period.

b) Sick leave days shall be allowed to accumulate on an unlimited basis. If, after the first pay day of December, an employee has used five (5) or less sick days for the previous twelve (12) month period (12/1-11/30), the County will allow the employee to convert four (4) sick leave days as follows: add two (2) days to the employee's annual leave balance and the employee will be paid for two (2) days. The payment will be made before Christmas and the additional annual leave time will be adjusted after the first of the year. It will be the employees' choice to convert their sick time in this manner. An employee must maintain a balance of at least twenty (20) days after the conversion.

SECTION 4.

Approved sick leave time shall for all purposes be considered as continuous service to the County.

SECTION 5.

The Department Head shall have the discretion to require an employee to present a physician's certificate for any absence of more than three (3) days for which sick leave is requested. Where the illness or disability is of long duration, a physician's certificate will be required for each two (2) week period of absence from employment for which sick leave is requested. The Department Head shall also have the right to require an employee to present a physician's certificate under any set of circumstances reasonably calling into question the legitimacy of sick leave use.

The Director of Human Resources shall also have the right to order fitness-for-duty medical or mental examinations consistent with the provisions of applicable law.

SECTION 6.

Where an employee because of illness or disability, is required to remain away from employment beyond earned sick leave days, they or a person on their behalf may petition by letter to the Board of Supervisors for additional sick leave consideration and it shall be within the sole discretion of the Board to affirm, modify or deny such petition.

SECTION 7.

Employees working forty (40) hours or more per month, but less than full time, shall not be entitled to earn sick leave credit under Section 3.

SECTION 8.

Sick leave may be used in fifteen (15) minute segments.

SECTION 9.

Any employee engaging in gainful outside employment, during normal regular schedule hours, while on sick leave from the County shall not be entitled to sick leave payment, and may be subject to disciplinary action by the County.

SECTION 10.

The CSEA Employees' Sick Leave Bank shall operate in accordance with the Memorandum of Agreement attached hereto.

ARTICLE 10. RETIREMENT PROGRAM

SECTION 1.

The County shall provide under the New York State Retirement System the non-contributory twenty year career plan (Section 75-l) with guaranteed minimum death benefit, prior purchase option and unused sick leave riders to those employees eligible to participate.

SECTION 2.

Hired before July 1, 1973:	Tier # 1
Hired on or after July 1, 1973:	Tier # 2
Hired on or after July 27, 1976:	Tier # 3
Hired on or after September 1, 1983:	Tier # 4
Hired on or after January 1, 2010:	Tier # 5

ARTICLE 11. PROMOTIONS

Employees shall:

a) All Full-time employees shall receive their increments, longevity increases and annual leave bonuses on the anniversary date of their hire date, or date of promotion where appropriate. The pay will be effective on the first day of the payroll period in which the anniversary or promotional date falls.

b) All Full-time Employees receive general pay increases for their current Hire Rate, Midpoint or Job Rate effective January 1st of each year.

- c) In the event that a Full-Time employee is promoted, his pay will be either:
1. The Hire Rate of the position to which he is promoted; or
 2. If the employee's former rate is higher than the promotional Hire Rate, then the employee would be placed at the next higher step so that they receive a minimum of twenty cents (.20) per hour increase in pay, however, not to exceed the Job Rate for the position to which they are promoted.

ARTICLE 12. WORK WEEK

SECTION 1.

The various work weeks of the County departments, unless specified by departmental needs, emergencies, or other specified situations, shall be:

a) Highway Department: Except as provided below, the regular work week for the employees shall be 40 hours per week, 8 hours per day, Friday through Thursday with Saturdays and Sundays off. Such work hours shall be in addition to unpaid meal periods. Effective prospectively upon the ratification of this Agreement, and during the period commencing with the first full payroll period in April of each year and extending through the last full payroll period in September of each year, the regular work week shall be 40 hours per week, 10 hours per day, Friday through Thursday, with Fridays, Saturdays and Sundays off. Such work hours shall be in addition to unpaid meal periods. During this four-day regular workweek period, all paid leave time shall be converted to hourly units and one hour of paid leave time shall be charged for each hour of work absence. Moreover, during this period, holidays which fall on Sunday will be observed on the following Monday, and holidays which fall on Friday or Saturday will be observed on the preceding Thursday. Furthermore, during this four-day regular workweek period, each Highway Department employee shall receive a \$1.00 per hour bonus for each regular hour paid during said period but no more than \$40.00 per workweek.

b) Building and Grounds Department and Parks Department: The regular work week for non-clerical employees shall be 40 hours per week; the days and hours worked will be adjusted to the needs of the departments and may vary by service areas, seasonal requirements, and weather. The regular work week for clerical employees of the Building

and Grounds Department shall be 40 hours per week, adjusted to the needs of the department. Such work hours shall be in addition to unpaid meal periods.

c) Nursing Home: Shift employees shall be placed on a fourteen (14) day schedule during which they shall work ten (10) 7 1/2 hour days. The term "shift employee" shall mean the personnel whose work occurs daily, seven (7) days per week and shall include all Nursing series personnel (RN's, LPN's and Nursing Assistants), Sr. Cleaners, Cleaners, Cooks, and Food Service Helpers. Work shifts for Nursing Series personnel shall be 7:00 a.m. - 3:00 p.m.; 3:00 p.m. - 11:00 p.m.; 11:00 p.m. - 7:00 a.m.; each shift shall include a thirty (30) minute unpaid meal period. RN's or LPN's required to report 15 minutes early or remain 15 minutes after his/her shift for patient reporting purposes shall be compensated for the time at their hourly rates. The daily work periods for all other shift employees shall be established by the department head to meet the needs of the department, and shall include a thirty (30) minute unpaid meal period.

Non-shift employees at the Nursing Home:

Category I: Employees whose coverage is required on a non-shift basis Monday through Friday.

1) Clerical Staff - the regular work week shall be 35 hours per week, scheduled between the hours of 7:30 a.m. to 10:00 p.m. In addition, there shall be a 30 minute unpaid meal period each day.

2) Stock Attendants - the regular work week shall be 37.5 hours per week, scheduled between the hours of 7:00 a.m. and 4:00 p.m. If agreed to by their supervisor, employees may flex workday hours between 5:00 a.m. and 4:00 p.m. In addition, there shall be a 30 minute unpaid meal period each day.

Category II: Employees whose coverage is required at irregular hours per day or daily:

1) Social Work Assistant - the regular work week shall be 35 hours per week plus a 30 minute unpaid meal period each day. The daily work periods shall be established by the department head according to the needs of the department.

2) Activity Aide and Physical Therapy Assistant - the regular work week shall be 37.5 hours per week plus a 30 minute unpaid meal period each day. The daily work

periods shall be established by the department head according to the needs of the department.

d) Public Health Department: Department employees shall include:

1) The CHHA clinical personnel (LPN, RPN, PHN) whose employment began prior to January 1, 1998 and whose work occurs primarily on a Monday - Friday work week on one of the following shifts: i) 7:00 A.M. to 3:00 P.M. (2 positions), ii) 8:00 A.M. to 4:00 P.M. (4 positions); and iii) 9:00 A.M. to 5:00 P.M. (4 positions). Each shift shall include a one hour unpaid meal period. (The nurses assigned by the Agency to provide hospital discharge planning and intake and QA coordination shall work a regular Monday through Friday shift, 7 hours per day, 35 hours per week between the hours of 8:00 A.M. to 5:00 P.M.) Such grandfathered clinical shift employees shall work weekends on a rotating basis not to exceed every fifth weekend and shall receive a differential of \$3.00 for each hour actually worked on a weekend and shall also receive an equal number of hours off during the same work week in exchange for the weekend worked.

2) All CHHA clinical personnel hired after January 1, 1998 either as the result of filling vacancies among current positions or newly created positions shall not be eligible to receive the \$3.00/hour differential for hours worked on weekends. Management shall have the right to establish new shifts for new positions (i.e. 10:00 A.M. to 6:00 P.M., 11:00 A.M. to 7:00 P.M., etc.) based on the needs of the Agency to care for its patients. Seniority shall be the deciding factor in shift assignments if mutual consent cannot be reached among employees.

3) All clinical employees regardless of date of hire shall receive overtime pay in accordance with Article 13.

4) Management shall have the right to provide patient coverage and also cover for clinical shift employees or anticipated or unanticipated absence from work with hourly part-time nursing employees.

5) The overtime rate for call-in pay (Article 13, Section 4) shall be one and one half times (1 1/2) the employee's normal pay rate regardless of date of hire or day of week called in.

6) CSEA and the County agree to resume discussions on CHHA scheduling. These discussions will take place at mutually agreed times and places with the Director of Public Health and the Wayne County Attorney or Assistant Attorney present.

e) Office of the Sheriff, Civil Office: The regular work week for clerical employees shall be Monday through Friday, 40 hours per week, 8 hours per day. There shall be a minimum 30 minute unpaid meal period each day.

f) E911/ALS: The regular work schedule shall be 4 days on-3 days off, 4 days on-2 days off. A normal 4 day work schedule will consist of three 8.25 hour days and one 12.25 hour day.

g) Wayne County Department of Mental Health: The regular work week shall be Monday through Friday, 35 hours per week, 7 hours per day. To respond to client needs, department staff may be required to perform individual or group counseling and support services outside of normal clinical hours, and on Saturdays. In weeks when this occurs, department management will allow staff to adjust (flex) their work schedules to keep total work hours to 35 in the week.

h) Except for the departments specified above and certain other individuals, the regular work week of County employees shall be 35 hours per week, 7 hours per day, Friday through Thursday with Saturdays and Sundays off, scheduled between 9:00 a.m. - 5:00 p.m.

i) Any County department that initiates department wide flexible hours will use the following examples. Starting times may vary from 7:00 a.m. to 10:00 a.m. and quitting times may vary from 3:00 p.m. to 6:00 p.m. The flex hours must be agreeable between the department head or his/her designee and the employee.

j) Public Health Department: CHHA Non-Clinical Personnel (Home Health Aides). The following is a schedule of potential Monday – Friday work week shifts for home health aides assigned to the CHHA:

i) Start between 6:00 a.m. & 9:00 a.m. and end between 1:30 p.m. & 4:30 p.m. (work 7 consecutive hours) (5 positions).

ii) Start between 9:00 a.m. & 11:00 a.m. and end between 4:30 p.m. & 6:30 p.m. (work 7 consecutive hours) (3 positions).

iii) Rotating Shifts: 8:00 a.m. to 3:30 p.m. to alternate every other week with 10:30 a.m. to 6:00 p.m. (2 positions).

iv) 10:00 p.m. – 8:00 a.m. for 3 days and an additional 5 hours per week assigned by mutual agreement (1 position).

Each shift will include a half-hour (1/2) unpaid meal period unless the HHA is not allowed to leave the patient's residence in which case the meal period will be compensated as time worked.

1) Management shall have the right to establish new shifts based on the needs of the Agency to care for its patients. The impact of any such change to bargaining unit employees will be discussed in Labor/Management meetings.

2) The CHHA non-clinical personnel (HHA) whose employment began on or before October 16, 1991 shall not be required to work weekends. If one of these employees chooses to be scheduled for weekend work, he/she shall receive a differential of \$.55 for each hour actually worked on a weekend and shall also receive an equal number of hours off during the same workweek in exchange for the weekend hours worked.

3) All CHHA non-clinical personnel (HHA) whose employment began after October 16, 1991 but before July 1, 1999 may be scheduled to work weekends on a rotating basis no more frequently than every third weekend and shall receive a differential of \$.55 for each hour actually worked on a weekend and shall also receive an equal number of hours off during the same workweek in exchange for the weekend hours worked.

4) All CHHA non-clinical personnel (HHA) whose employment began on or after July 1, 1999 but before February 3, 2001 shall receive the \$.55/hour differential for each hour actually worked on weekends and can be scheduled to work weekends on a rotating basis as frequently as every other weekend. When scheduled to work a weekend, the employee shall receive an equal number of hours off during the same workweek in exchange for the weekend hours worked.

5) All CHHA non-clinical personnel (HHA) whose employment began on or after February 3, 2001 shall not be eligible to receive the \$.55/hour differential for hours worked on weekends and can be scheduled to work weekends on a rotating basis as

frequently as every other weekend. When scheduled to work weekends, the employee shall receive an equal number of hours off during the same workweek in exchange for the weekend hours worked.

6) Seniority shall be the deciding factor in shift assignments if mutual consent cannot be reached among employees.

7) All non-clinical employees (HHA) regardless of date of hire shall receive overtime in accordance with Article 13.

8) The union and management mutually agree to review the provisions of this section on an annual basis.

9) Payment of the \$.55/hour for weekend hours worked shall become effective on the first day of the payroll period following contract ratification by the County.

k) If the County intends to change the work week for bargaining unit employees (including hours of work), it will provide thirty (30) days written notice to the Union and the affected employee(s), except in case of emergency, after which the Union shall have the right to bargain the impact of said decision with the County.

l) The County and the Association agree to conduct discussions for the purpose of developing an emergency closing policy for County employees covered by this agreement. Discussions to be held at mutually agreed times and places with the Wayne County Attorney or Assistant Attorney present.

SECTION 2.

The work week as described in Section 1 above shall be the general work week and hours for categories designated. Employees for whom necessity and emergency requires a different schedule than that generally prescribed shall be in accordance with alternate schedules prepared by the Wayne County Board of Supervisors or a designated department head.

SECTION 3.

All employees are required to report to work at the scheduled time. Any tardiness shall be regarded as a violation of these rules. An employee tardy three times shall be subject to a written warning. Continued unexcused tardiness may be considered cause for suspension.

SECTION 4.

An employee absent on sick leave shall notify his/her supervisor of such absence and the reason therefore on the first day of such absence and every day thereafter, within one hour after the beginning of his/her work day; provided, however that where the work is such that a substitute or coverage by another employee may be required, the appointing authority may require earlier notification, but not more than one hour prior to the beginning of the employee's work day.

If the employee has provided the supervisor with a medical statement giving specific dates of necessary sick leave, it is not necessary to report every day.

Any absence not reported within the required time period and any absence not chargeable to annual leave or sick leave shall be classed as unauthorized leave. Two or more days of unauthorized leave shall be cause for a written warning. Further unauthorized leave shall be cause for dismissal.

SECTION 5.

When an employee attends an approved training session, conference, and/or workshop (either mandatory or voluntary) which, including travel time to and from the event, is equivalent to a normal workday (7 hrs./35 hour week; 7.5 hrs/37.5 hour work week; 8 hrs./40 hour work week), that employee will not be required to return to the work site to finish the work day.

ARTICLE 13. OVERTIME

SECTION 1. REGULAR

a) Employees scheduled on a regular work week basis shall be paid at the straight time rate for all hours actually worked up to forty (40) hours. All hours actually worked in excess of forty (40) hours in any week shall be paid at the overtime rate of one and one-half (1.5) times the hourly rate. To qualify for payment at the overtime rate, the work must be authorized in advance by the appropriate supervisor.

b) Nursing Home employees on a fourteen (14) day work schedule shall receive the overtime rate of one and one-half (1.5) times the hourly rate for all hours actually worked in excess of seven and one-half (7.5) hours a day or in excess of seventy-five (75) hours in a fourteen (14) day work cycle. This shall be done in accordance with the Fair

Labor Standards Act. Sick leave shall not be counted as time worked in the computation of overtime. This provision shall take effect on the first payroll period of the month following ratification of the agreement by both parties. The parties will meet sixty (60) days prior to the end of this period to make the decision to continue or discontinue this provision.

c) All authorized overtime shall be calculated and paid to each employee in fifteen (15) minute segments.

SECTION 2. COMPENSATION

All overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate.

SECTION 3. PYRAMIDING

There shall be no pyramiding or duplication of overtime hours.

SECTION 4. CALL - IN

When an employee has completed their regular daily shift, is released and then recalled to work, they shall be guaranteed a minimum of four (4) hours overtime.

(E-911 clarification)

When an employee has completed his/her regular daily shift, is released and then recalled to work, he/she shall be guaranteed a minimum of four (4) hours overtime unless the four hour period overlaps his/her scheduled shift. In cases of overlap he/she shall be paid overtime for call-in hours only.

SECTION 5.

Overtime shall be distributed as equally as possible among all the employees within their respective departments and the same job classifications.

SECTION 6.

Annual leave, holidays, sick leave, bereavement leave, and compensatory time will be counted towards the calculation of overtime provided:

1) Three or more days are actually worked during the one-half (1/2) pay period for which overtime is claimed.

2) An employee must actually work the last scheduled day before and the first scheduled day after a holiday.

3) Approved annual leave immediately prior to a holiday, immediately following a holiday, or both, shall be scheduled work days for qualification of holiday pay only.

4) Bereavement leave may also be used in conjunction with a holiday without loss of pay.

SECTION 6A. (E911 and ALS only)

Annual leave days, holidays and floating days shall be counted as days worked in the computation of overtime. Sick days shall not be counted as days worked in the computation of overtime.

SECTION 7. COMPENSATORY TIME

At the employees' option compensatory time off may be provided for overtime incurred in the necessary performance of duties which results in an extension of the usual work day. Such compensatory time may be taken upon the approval of the employee's supervisor. Hours over forty (40) hours shall be computed at time and one-half in accordance with the Fair Labor Standards Act.

SECTION 8. (E-911 only)

a) Overtime shall be distributed as equally as possible among all the employees within the Department and the same job classifications. Prescheduled overtime shall be offered first to the employee with the least amount of overtime offered. Mandatory overtime shall be assigned first to the employee with the least amount of overtime worked.

b) Any employee absent for a period of twenty (20) consecutive working days shall have the previous year's monthly average of overtime hours offered and overtime hours actually worked added to that employee's record. No adjustment shall be made for any period of absence of less than twenty (20) consecutive work days.

c) Part-time employees will be scheduled a maximum of thirty (30) hours per week. Part-time employees will not be offered additional hours until all full-time employees on the overtime call list have been canvassed. This provision will not apply to mandatory commitments for part-time employees (i.e. court appearances, training etc.)

SECTION 9.

E-911 personnel required to report 15 minutes early to their shift for reporting purposes shall be compensated for the time at their hourly rates.

ARTICLE 14. SALARIES AND WAGES

SECTION 1.

Effective 1/1/11 the hourly rates for positions covered by this agreement, whether full-time or part-time, shall be increased by 1.75%. Effective 1/1/12 the hourly rates for positions covered by this agreement, whether full-time or part-time, shall be increased by 1.75%. Effective 1/1/13 the hourly rates for positions covered by this agreement, whether full-time or part-time, shall be increased by 1.75%. During the term of this agreement, salaries shall be paid to full-time employees in accordance with the 2011-2013 Salary Schedule annexed hereto as "Appendix A". Each employee covered by this Agreement who is still on the County's active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties, and each individual who retired into the Retirement System on or after January 1, 2011, shall receive a retroactive payment computed upon the difference between his/her new base salary effective January 1, 2011, and his/her prior base salary for those hours or periods actually compensated, including overtime where applicable, running from January 1, 2011.

SECTION 2.

All full-time employees, the majority of whose regularly scheduled working hours fall between 5:00 p.m. and 9:00 a.m. the following day, shall receive a shift differential of \$.60/hour.

Part-time employees, regularly scheduled over eighty (80) hours per month shall be entitled to the above shift differential.

(E-911)

All full-time employees, the majority of whose regularly scheduled working hours fall between 5:00 p.m. and 9:00 a.m. the following day ("A" and "C" lines) shall receive a shift differential of \$.60/hour.

SECTION 3.

Except in the event of an emergency, no employee shall be required to work in a higher classification unless directed in writing by his supervisor. In the event that such out-of-title service exceeds ten (10) consecutive business days the employee will receive out-of-title pay for the balance of the assignment. Out-of-title pay shall be at the closest salary step in the grade in which the employee is doing the out-of-title work that would result in an

increase as compensated for the out-of-title work. Under no circumstances will that temporary amount be equal to or more than the amount that the same employee would receive if he/she were permanently or provisionally appointed to the higher position.

This provision is not intended to be applicable to:

- a) "Stand-ins" for employees who are on vacation.
- b) During posting and approval time required by the contract.

ARTICLE 15. HEALTH INSURANCE

SECTION 1.

a) Effective January 1, 2008 or as soon as practicable, the County shall provide each employee covered under this contract with the Wayne County Health Care Plan Point-of-Service Program including Dental (DHP15) \$15.00 co-pay. Dental coverage shall cease upon the employee's retirement or severance from County service regardless of date of hire;

b) The County will notify CSEA in writing of any change to the DHP 15 Prescription Drug Schedule within five (5) business days from the date any decision is made by the Board of Trustees of the Wayne County Health Care Plan Trust to implement such a change.

c) When more than one family member is eligible to enroll for coverage under the County's health insurance plans, there shall be no more than one family plan enrollment in any family unit.

d) Employees may change health insurance options once each year during an open transfer period established by the County. If an employee wants to change plans effective January 1st of any given year, he/she must notify the Personnel Office no later than October 15th. This opportunity will be in addition to the annual window period. It will be the employee's responsibility to initiate this option. It will not be advertised by the County. Should the County offer new plans through the Trust (i.e. DHP 20), such plans shall be made available to all bargaining unit members.

e) The premium costs for Health Insurance Coverage shall be paid as follows:

1) All employees covered by this agreement on full pay status on March 31, 1977 will have the full cost of Section 1(a) paid for by the County.

2) All new employees covered by this agreement on full pay status after March 31, 1977 will have the full cost of a single plan paid for by the County. Those employees requiring a Family Plan will have eighty percent (80%) of the cost of the plan paid for by the County.

3) All employees covered by this agreement on less than full pay status on March 31, 1977 will have fifty percent (50%) of the full cost of Section 1(a) paid for by the County.

4) All part-time employees, who work forty (40) hours or more per month, but less than full-time, shall not be covered by any health insurance benefits provided for in Article 15.

5) All new employees covered by this agreement on full pay status after March 31, 1977 will have eighty percent (80%) of the cost of a Family Plan paid for by the County.

6) All new employees on full pay status who were hired on or after May 15, 2001 shall have ninety percent (90%) of the cost of a Single Plan paid for by the County.

7) All employees on full pay status who were hired after March 31, 1977 but before May 15, 2001 who are enrolled in a single county sponsored health insurance plan and choose not to participate in the program described in Section 2(d) of this Article shall have the full cost of a Single Plan paid for by the County.

8) Employees hired after March 31, 1977 who enroll in a single health insurance plan on or after May 15, 2001 shall contribute 10% to the cost of the plan.

9) If an employee chooses to participate in the program described in Section 2(d) of this Article he/she will be required to contribute 10% towards the cost of a single plan. The decision to participate in the program is irrevocable.

10) If an employee hired after March 31, 1977 but before January 1, 2001 is enrolled in a family plan switches coverage to a single plan and notifies the County in writing that he/she does not want to participate in the program described in Section 2(d) of this Article he/she shall have the Single Plan fully paid for by the County. If the employee does not notify the County of his/her intent not to participate, he/she shall automatically be considered to be a participant in the program described in Section 2(d) of this Article and this designation shall be irrevocable.

11) If an employee who has chosen not to participate in the program described in Section 2(d) of this Article, switches coverage to a family plan and qualifies to participate in the program described in Section 2(d) of this Article upon retirement (retires with 10 consecutive years of service), he/she will have the value of his/her unused sick leave credit reduced by the cumulative total amount he/she should have paid towards the cost of a single plan had he/she chosen to participate when the program was first offered.

12) If an employee enrolled in a single plan, who has chosen not to participate in the program described in Section 2(d) of this Article, decides to participate, he/she must start contributing to the cost of his/her single plan (10%) prior to retirement. Upon retirement the value of the employee's unused sick leave credit will be reduced by the cumulative total amount he/she should have paid towards the cost of a single plan had he/she chosen to participate when the program was first offered.

13) If an employee and his/her spouse both work for the County and at the time of retirement are enrolled in a county sponsored family plan which covers dependent children, both employees unused sick leave credits may be applied to the plan as long as the aggregate monthly contribution does not exceed eighty percent (80%). An individual's ability to use his/her credits shall cease upon the individual's death. The family plan will automatically convert to single plans when coverage for dependent children ends with each employee using the balance of his/her unused credits towards his/her single plan.

f) In the event that the County goes to a self-insured program, the premium rates will be guaranteed for one year.

SECTION 2.

a) All employees on full pay status prior to April 1, 1977 and retirees or retired employees at age fifty-five (55) or more and who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who were at the time of retirement members of the Health Insurance Plan will continue to have the full cost of their Health Insurance Plan paid for by the County until their death.

b) The surviving unremarried spouse of a County employee who retires after January 1, 1986 and who was receiving full paid health insurance at time of death may remain in the group at his/her own expense provided, however that the individual complies

with the payment and reporting procedures established by the County. It will be the individual's responsibility to initiate the request for participation in the Group.

c) All new employees on full pay status after March 31, 1977 who officially retire from county service and who are at least 55 years of age and are, at the time of retirement, members of the Health Insurance Plan will be allowed to remain in the Group at their own expense provided, however, that they comply with the payment and reporting procedures established by the County.

d) All employees on full pay status who were hired after March 31, 1977 who have chosen to participate in this program and who shall have been in the continuous employ of the County for at least ten (10) consecutive years prior to retirement and who shall retire from the County under a New York State Retirement plan on or after January 1, 2001 and who at the time of retirement were members of the County health insurance plan shall be entitled to apply the cash value of his/her accumulated unused sick leave to his/her medical insurance premium payments upon reaching the age of 55. The cash value of accumulated sick leave shall be equal to the number of hours credited to the employee on the date of retirement multiplied by the employee's job rate plus longevity (stipends and/or shift differential will not be used in the calculation). The employee may apply this credit toward monthly premiums at any rate up to the County's rate of contribution at the time of retirement (90% for a single plan; 80% for a family plan). At the employee's request, application of the cash value may be deferred until such time as the employee shall notify the County that he/she wishes to have the application made. The credit can only be used toward the cost of a County sponsored health care plan and shall cease upon the death of the employee.

SECTION 2A. CONTINUATION OF HEALTH INSURANCE COVERAGE/JOB RELATED INJURY

When an employee is out of work as a result of an on-the-job injury, the County will continue his/her health insurance coverage at the current County rate of contribution for the employee from the time the employee leaves the payroll for a period not to exceed six (6) months provided the employee is on an approved leave of absence.

SECTION 3. WAYNE COUNTY SELF INSURANCE CARE PROGRAM

a) After July 1, 1983, the County may put in a self-funded Health Care Program with benefits equal to or better than the current Blue Cross/Blue Shield Blue Million Preferred Plan including all riders and "x-ray" and "drug" riders.

b) On each anniversary date thereafter, the Blue Cross/Blue Shield Program referred to above will be analyzed and any improvements tracked will be included in the Wayne County Program.

c) Employees who are retired or who subsequently retire from County Service and are eligible for Health Insurance shall receive benefits at least equal to the scale of benefits at the time of retirement.

Employees who terminate employment prior to retirement shall be offered to continue coverage on a non-group basis without medical examination, or restrictions for pre-existing conditions.

d) Within ninety (90) days after each anniversary date of the Program the County shall cause the Plan Administrator to provide the Association with an Annual Report (County wide and Unit wide) that will include claim levels compared to anticipated utilization; number of claims filed and paid with a list of hospitals providing service; projections of plan costs for coming year; accounting of benefit payments to employees and dependents by major line of coverage; list of disputed claims and final determination of each; projections of costs for new or additional benefits; projections of reserve levels (including stop loss premiums) for incurred claims liability; cost of fees incurred during year not previously anticipated; and such other relevant information that will be consistent with providing the Association the opportunity for a comprehensive evaluation of the Program's cost effectiveness and the delivery of Health Care benefits.

e) The County will pass on the savings using the 50-50 split formula in premiums in the cost of the family program to contributing employees in the self-insured plan.

f) If for some unknown reason, the Wayne County Health Care Plan Trust were to dissolve, the County realizes its obligation to negotiate a continuation of health care benefits for covered employees with CSEA.

SECTION 4.

The parties agree that in the event there arises a disagreement over "equivalency of benefits" it shall be resolved as follows:

a) Each party, CSEA and County, shall appoint a consultant who is well versed in the field of medical insurance benefits. They shall act as program advocates.

b) These two consultants shall identify a third consultant, who has the necessary expertise in group medical insurance programs and funding. This consultant shall chair the equivalency panel.

c) The panel shall analyze the proposed self-funded program for equivalency of benefits, and a majority recommend how to modify the proposed contract for administration and benefits, to resolve any differences they find to exist. The County agrees to include these changes in their bid specifications.

It shall not be within the equivalency panel's authority to require or recommend withdrawal from the present Blue Cross/Blue Shield Program nor to require use of any particular carrier or administrator. Payment for the third consultant shall be equally born by the County and the Union.

Union agrees that it will only file one demand for determination under this provision. Such demand, if made, will be on the behalf of all CSEA Units, requesting arbitration.

SECTION 5. HEALTH INSURANCE INCENTIVE

If an employee chooses not to participate in either the negotiated health plan or HMO, the employee shall be paid \$300.00 single, \$500.00 family (if they have given up a County family policy) each year. Proof of other insurance will be required. The payment will be made in a lump sum during the month of December. The payment will be pro-rated for new employees. If a current employee has given up the plan for a full year he/she would be eligible for the full incentive. If a current employee was not covered by a County health care plan for less than one year, he/she would receive a pro-rated monthly amount accordingly. If both spouses are employed by the County, only the incentive for a Single Plan will be paid regardless of the plan dropped. Employees must adhere to the County's deadline for submitting the signed incentive form.

SECTION 6. MEDICARE SUPPLEMENTAL PLAN

Coverage under a medical insurance and prescription drug plan made available through the County will continue until the retiree or eligible spouse, as the case may be, meets the criteria for Medicare coverage, at which time the primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse will be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the County. The County will not reimburse an eligible retiree and/or eligible spouse for the cost of the Medicare Part B premium.

ARTICLE 15A. DISABILITY INSURANCE

Effective no later than July 1, 1986 the County shall cause to be implemented New York State Disability Insurance Coverage for all employees covered by this agreement. Employees shall be requested to contribute \$.50/week (\$1.00 per payroll period; \$26.00 per year) to the cost of the insurance. The employee shall have the option of using or not using sick leave in conjunction with the receipt of disability payments. The decision not to use sick leave cannot be changed during the period that disability payments are being made. Use of sick leave in conjunction with receipt of disability payments shall be in accordance with Section 2 of the current Sick Leave Article.

ARTICLE 16. OTHER COMPENSATION

SECTION 1. COVERALLS, GLOVES & T-SHIRTS/ HIGHWAY DEPARTMENT

All mechanics will be supplied with five (5) coveralls effective February 1, 1988. The Employer will maintain, clean and replace as needed.

Upon request all other Highway Department employees covered by this Agreement shall be provided with two (2) sets of coveralls. The Employer shall maintain and clean as needed.

The Employer will supply work gloves to each employee as needed.

Employees shall be responsible for failure to return said coveralls and/or gloves or for unreasonable damage thereto.

The parties acknowledge that the County has provided five (5) DOT orange T-shirts to each Highway Department employee covered by this Agreement. Each January, the County shall replace T-shirts on an as needed basis. New employees shall be issued T-shirts upon successful completion of their probationary period.

SECTION 1A. COVERALLS & TOOLS/PARKS, BUILDING & GROUNDS DEPARTMENT

Upon request employees covered by this Agreement shall be provided with a set of coveralls. The County will provide three (3) t-shirts to each employee in this Department annually. These shirts shall be provided during the month of January. Effective January 1, 2004 employees will be given \$75.00 annually towards the purchase of tools for the employee's use during working hours. Employees may choose the brand and quality of tools and may purchase them from the vendor of their choice. The employee will furnish copies of the receipts for tool purchases to the Superintendent of Building and Grounds.

SECTION 1B. UNIFORMS E-911 DISPATCHERS/DISPATCHER SUPERVISORS

Uniforms and dry cleaning services shall be provided to all Dispatchers/Dispatcher Supervisors. The dry cleaning provided by the County shall be by private facility upon award of public bid by the Board of Supervisors. Shoes will be provided as part of the uniform.

SECTION 2.

Participation in the County's deferred compensation plan by employees shall be voluntary.

SECTION 3.

Effective April 1, 1998 unit members who are members of the Nursing Home staff may purchase meals at the Nursing Home for \$2.00 per meal effective as soon as practical following ratification of this Agreement by both parties; \$2.25 per meal effective January 1, 2012; and \$2.50 per meal effective January 1, 2013.

SECTION 4.

The Mileage allowance for an employee using a personal vehicle in the performance of their duties shall be equal to the IRS fixed mileage allowance. Effective, January 1, 1996, if the IRS changes its current mileage allowance, the County shall adopt

the new rate as the mileage allowance for employees as of the effective date of the adoption by the Wayne County Board of Supervisors.

SECTION 5.

Employees assigned to stand-by duty shall receive a bonus for such duty in the amount of \$21.00 for duty from 5:00 p.m. to 9:00 a.m. and \$30.00 for duty from 5:00 p.m. to 5:00 p.m. the following day. In order to be eligible to receive said bonus, employees must have a written notice of their assigned status from the respective Department Head. Said notice must be co-signed by the County Administrator.

Stand-by duty means that during the assigned period the employee must be reachable by telephone and/or pager and is required to respond to a call for service within a prescribed time period (i.e., 30 minutes).

SECTION 6.

Effective January 1, 1995 the County shall adopt a Flexible Benefit Plan. Participation in the plan by employees shall be voluntary and at no cost.

SECTION 7.

All part-time Employees covered by this Agreement, shall be eligible for the benefits under Article 16.

SECTION 8. Weapons Qualification.

Each sworn probation officer in the County Probation Department who is required to carry a firearm in the performance of his/her job duties shall receive a \$100.00 stipend payable in January of each year provided he/she satisfies the weapons qualification standards established by the County including firing range qualification.

ARTICLE 17. DURATION

This contract shall continue in full force and effect from January 1, 2011 through December 31, 2013.

ARTICLE 18. PROBATIONARY PERIOD OF EMPLOYMENT

Every permanent appointment from an open competitive list and every original appointment to a position in a non-competitive, exempt or labor class shall be for a

probationary term of not less than eight weeks nor more than twenty-six weeks. An appointment shall become permanent upon certification by the department head during the above described period or the expiration of the maximum period or where a civil service examination is required then upon passage thereof and approval by the Personnel Officer. If the conduct or performance of the probationary employee is not satisfactory, his/her employment may be terminated during the aforescribed period. In accordance with Rule XIV of the Wayne County Civil Service Rules, "a probationer whose services are to be terminated for unsatisfactory service shall receive written notice at least one week prior to such termination, and upon request, shall be granted an interview with the appointing authority or his/her representative. "

Every permanent appointment from an open competitive list for the positions of Public Safety Dispatcher and Public Safety Dispatcher Supervisor shall be for a probationary term of not less than eight (8) weeks nor more than fifty-two (52) weeks.

An employee who is terminated during his/her probationary period shall, upon request, be entitled to an exit interview with the County Personnel Office.

ARTICLE 19. VACANCIES

SECTION 1. POSTING

When a job vacancy or vacancies occur with the County employment, the County will be responsible for posting the announcement of such vacancies at work locations of employees who may be affected by such vacancies at least fifteen (15) calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for the appointment, the number and work location of vacancies, and salary.

The County shall send copies of all vacancy announcements to the Union President and/or Union Designees as soon as the vacancy announcement(s) is/are posted.

SECTION 2. APPLICATION

When such vacancies are posted as provided herein, employees who wish to be considered for appointment to such vacancies shall be allowed to file application therefore with the County, provided however that such notice must be filed within fifteen (15) days

following the announcement of the vacancy. Acceptance of applications after the fifteen (15) days will be at the sole discretion of the appointing authority authorized to fill said vacancy.

SECTION 3.

In the event that emergency or necessity requires immediate filling of a position, the provisions of this article shall not apply.

SECTION 4.

The provisions of this article shall apply to all job classifications within the bargaining unit.

SECTION 5.

All non-competitive job classifications within this unit shall be filled as follows: After the appropriate applications have been filed with the County, the vacancy or vacancies shall be filled within the following format, with seniority being the determining factor when other job qualifications are considered equal.

Preference for filling job vacancies shall be determined in the following manner:

- 1) First preference shall be given to all other full-time employees presently working within the department.
- 2) Second preference shall be given to all part-time employees covered by this Agreement presently working within the Department, provided they meet the minimum qualifications.
- 3) Third preference shall be given to all other County employees.
- 4) Fourth preference shall be given to all other applicants who are not currently County employees.

Department shall be defined as the Nursing Home, Public Health, Social Services, etc., for example.

SECTION 6.

1. Non-Competitive Full-Time Positions:

- a) Any part-time Employee bidding for a full-time non-competitive position will be guaranteed an interview for the new full-time position as long as the employee has completed the application process.

ARTICLE 20. SENIORITY

SECTION 1.

Seniority shall be defined as the length of continuous full-time service with the Employer. Full-time service shall be defined as being regularly scheduled to work a minimum of seventy (70) hours per payroll period.

SECTION 2.

Full-time temporary and/or full-time substitute employment shall not count towards the calculation of an employee's seniority unless:

a) The full-time temporary and/or full-time substitute employment matures into non-temporary or non-substitute status in the same job title with no breaks in service; or

b) The full-time temporary and/or full-time substitute employment is immediately preceded by and followed by full time service.

SECTION 3.

County service as a CETA Public Service Employment (PSE) Employee shall not count towards seniority but shall count in the calculation of benefit time accruals, longevity payments and health insurance status.

SECTION 4.

As used in Section 1, continuous service includes any time period when an employee is:

- a) on an authorized leave of absence;
- b) on layoff;
- c) absent from, and unable to perform the duties of his/her position by reason of disability resulting from illness, or occupational injury or disease; and
- d) such other period of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.

SECTION 5.

Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:

a) he/she resigns or accepts less than full-time employment (unless he/she is reinstated within the period permitted by any provisions of the Civil Service Law applicable to him/her);

b) he/she is discharged;

c) he/she retires;

d) he/she refuses to report for work on the agreed date of a recall from layoff;

e) he/she fails to return from an approved leave of absence on the scheduled date for return.

SECTION 6.

If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be cast by lot.

SECTION 7.

Seniority among otherwise similarly qualified personnel shall be the determining factor in shift assignment, vacations, personal days and days off.

SECTION 8.

Any person hired by the Employer shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee.

SECTION 9.

The Employer shall provide within four (4) months from the execution of this Agreement, and by every February 20th thereafter, a seniority roster which shall be posted on all bulletin boards for thirty (30) days. All employees shall have a thirty (30) day period within which to appeal their posted seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

SECTION 10.

All employees in the competitive class shall, for the purposes of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

SECTION 11.

For purposes of layoff and recall, all employees other than those in the competitive class shall be treated in the following manner: the employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee may exercise his/her seniority to displace an employee with less seniority in other lower rated job titles for which there is a direct line of promotion or demotion. If no lower job title exists, then the employee may displace an employee with lesser seniority in other job titles he/she has previously held. Recalls shall be in the inverse order of layoff. Part-time employees governed by this agreement will accrue and retain seniority within the part-time ranks.

SECTION 12.

Appropriate layoff units shall be defined and entered into this Agreement at the end of negotiations.

SECTION 13.

Date of Hire will be used as the part-time employee's benefit date.

ARTICLE 21. SEPARABILITY AND CONSTRUCTION**SECTION 1.**

If the enactment of legislation or the determination of a court or other tribunal final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement which shall remain in full force according to the terms and in the same manner and with the same effects as if such invalid portion had not originally been included herein.

SECTION 2.

This contract shall be construed in accordance with the Laws of the State of New York.

SECTION 3.

In the event that any part of this Agreement is made inoperative as provided in Section 1 hereof, then, upon written demand of either party, the parties agree to meet within thirty (30) days to renegotiate the negated provisions.

SECTION 4. NOTICE

The County Personnel Office shall provide the CSEA President a timely notice of intent to hold an open competitive examination.

SECTION 5. LABOR-MANAGEMENT MEETINGS

The Unit President, CSEA Labor Relations Specialist and County Administrator shall meet a minimum of four (4) times per year to review current labor management relations. The meetings shall include any County Department Representative(s) and Union Steward(s) agreed to by the parties as pertinent to the topics to be discussed. One or both sides must submit a written agenda. Minutes shall be taken and provided to those in attendance subsequent to the meeting.

SECTION 6. PERSONNEL FOLDER REVIEW

For union/management purposes the employee's department personnel folder shall be considered the official folder. Employee counseling sessions will be documented. The employee shall have the right to examine and comment upon all documents in his/her folder -- except confidential materials, employer references, and transcripts, subject to the following constraints:

- 1) Not less than five (5) days before examination, notice of interest should be sent to the department having the employee's file.
- 2) Subject to administrative convenience, a review time will be arranged within ten (10) days of the receipt of the request.
- 3) A proctor will be present during the review, and no materials shall be removed from the file.
- 4) Comments on materials within the folder shall be directed to the appropriate department head and noted for enclosure in the file.
- 5) Part-time employees governed by this agreement will be covered by this Section.

6) An employee may obtain at his/her own expense a copy of any document he/she is allowed to examine and/or comment upon under this section.

SECTION 7.

With the exception of disciplinary actions, personnel transactions and work performance ratings, any material in an employee's personnel folder of an adverse nature over three (3) years old shall, upon the employee's written request, be removed from the employee's folder.

SECTION 8.

The Personnel Office shall develop and distribute a personnel folder summary sheet for mandatory use by Department Heads. This system was implemented in 1998.

ARTICLE 22. COMPLIANCE WITH LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23. GRIEVANCE PROCEDURE

SECTION 1. DECLARATION OF POLICY

The purpose of this grievance procedure is to provide an orderly process whereby the employees and their employee organization specified herein may equitably and expeditiously settle any grievance that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall be liberally construed for the accomplishment of those objectives.

SECTION 2.

As used herein the following terms shall have the following meanings:

- a) County means the County of Wayne;
- b) Employee means any person covered by the bargaining unit;

c) Supervisors means persons, regardless of title, who are assigned to exercise a level of supervisory responsibility over employees;

d) Department Head means the individual having charge of the grievant's department or his/her designee;

e) Grievance means any claimed violation, misinterpretation or inequitable application of the specific and express terms of this agreement.

i) If the allegation involves the claim that a County work rule somehow violates the terms of this agreement, it shall be the sole responsibility of the party so alleging to prove, by the preponderance of evidence, that the threshold question of contract applicability and arbitrability is met.

ii) Nothing herein shall be deemed to prohibit the County from making application to stay arbitration pursuant to Article 75 CPLR.

iii) The County may, but shall not be required to, present evidence to refute the claim on contract applicability and arbitrability.

f) Grievant means the employee and/or the Association.

SECTION 3.

a) Grievances shall not be instituted more than thirty (30) calendar days after the date on which the act or omission given rise to the grievance occurred.

b) The first stage of the procedure shall consist of Grievant's presentation of his/her grievance in writing to his/her Department Head. The Department Head shall on request of the Grievant hold an informal hearing within seven (7) calendar days at which time the Grievant may appear and present an oral statement. The final determination of such grievance shall be made by the Department Head in writing within fourteen (14) calendar days of the submission of the grievance at the first stage, or from the date of informal hearing, if one is held.

SECTION 4.

If the determination made at the first stage is not satisfactory to the Grievant, he/she shall make written request for review within fourteen (14) calendar days from the determination at the first stage and file a copy of the request with the Clerk of the Board of Supervisors of the County of Wayne and the Department Head involved with said matter at the first stage. The Grievance Committee of the Board of Supervisors shall within thirty

(30) calendar days or at the next regularly scheduled meeting of said Committee, whichever comes first, grant a hearing to the Grievant. The Grievant shall have a minimum of three (3) days notice of said hearing. At that time the Grievant and the department head may present oral and written statements and witnesses. A written finding shall be made within seven (7) calendar days after the hearing by the Committee and transmitted to the Grievant.

SECTION 5.

If a satisfactory decision is not reached then only the Association or the County may make a request for arbitration within thirty (30) calendar days from the determination at the second stage. A copy of said request shall be filed with the Clerk of the Board of Supervisors. Upon receipt of said request the County and the Association shall agree upon an arbitrator; or if the parties cannot agree then an application shall be made to the New York State PERB for a list of five (5) arbitrators. Within ten (10) calendar days of the receipt of the aforementioned list the County and the Association shall alternately reject one name until one name remains on the list. The remaining arbitrator shall then hear the matter. The County and the Association shall alternate which party strikes first as such lists are presented for selection of an arbitrator.

SECTION 6.

Following selection of an arbitrator the parties shall present the facts relevant to the grievance and the determination thereafter by the arbitrator shall be binding upon both parties. The decision of the arbitrator shall be rendered within thirty (30) calendar days following the close of the hearing. Both parties will share equally the cost of the arbitrator.

SECTION 7.

A Grievant shall be entitled to an association representative in the presentation and processing of a grievance at all stages under the procedure.

SECTION 8.

The time limitation for each step of the aforementioned procedures may be waived by mutual agreement of the parties in writing.

SECTION 9.

A Grievant and his/her Association representative shall be allowed such time off from his/her regular duties as may be necessary and reasonable for the processing of a

grievance adopted pursuant to this agreement without loss of pay or vacation or other time credits.

SECTION 10.

1. Disciplinary Action, Definitions

Disciplinary action may consist of: written reprimands; suspensions without pay for periods not to exceed two (2) months; fines not to exceed \$200, to be deducted from the salary or wages of the employee in installments; loss of accrued leave credits; demotions in grade and/or title; dismissal from the service; and may be imposed only for incompetency or misconduct.

2. Disciplinary Action, Immediate Suspension

An employee may be suspended by the County without pay for up to thirty (30) days pending the outcome of the grievance procedure, provided that a determination is made by the County that an employee's continued presence on the job would be disruptive to the normal course of business or threaten the safety of fellow employees or the public. In all other cases, disciplinary action may not be imposed except in accordance with this procedure. In cases of suspension prior to hearing, an arbitrator may award back pay or he/she may consider the period of suspension as part of the appropriate penalty. All awards of back pay shall be limited to the amount of wages the employee would have earned from his/her employment with the employer but not in excess of the period above defined, less the amount of any Unemployment Insurance Benefit he/she may have received during said period and any other compensation for personal services that he/she has received from any source during said period.

3. Disciplinary Action, Notice of Proposed Action

An employee against whom disciplinary action is proposed shall receive a written notice of the proposed action and the reasons therefore. A copy of this notice shall be provided to the Union. Unless a written grievance is filed with the Clerk of the Board of Supervisors within eight (8) days of the receipt of such notification by the employee, the matter will be settled upon the penalty as proposed by the County, and the disciplinary action proposed shall become effective. The notice of proposed disciplinary action shall specify the charges preferred against the employee and in particular the alleged acts or

ARTICLE 24. TUITION REIMBURSEMENT

SECTION 1.

Subject to the recommendation of the department head and with prior approval of the Personnel Committee of the Board of Supervisors or its designee, tuition reimbursement will be granted to full-time employees holding permanent status for course work taken outside of normal working hours provided: (i) a completed request form is submitted to the employee's department head; (ii) the course is taken at a local educational institution which is accredited by New York State; (iii) and the course is directly related to work actually performed by the employee or work which may be reasonably expected to be performed by the employee in the near future.

SECTION 2.

The maximum reimbursement to an employee will be equal to 75% of the actual tuition cost to the employee, to a maximum of \$1,000.00 in any school year. Actual reimbursement shall be contingent upon the following:

- a) The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.
- b) The employee must still be employed by Wayne County at the time the course is completed.

SECTION 3.

Part-time employees shall be eligible for a maximum reimbursement equal to seventy-five (75) percent of the actual tuition cost to the employee, to a maximum of five hundred dollars (\$500) in any school year. Reimbursement shall be contingent upon the following:

- a) The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.
- b) The employee must still be employed by Wayne County at the time the course is completed.

SECTION 4.

Disputes regarding the application of this Article may be resolved by the grievance procedure, except that the second stage shall be the final step.

ARTICLE 25. HEALTH AND SAFETY COMMITTEE

The County and the Union agree to maintain a health and safety committee to be comprised of three (3) Union and three (3) County representatives. The Committee shall meet by mutual agreement, but not less than six (6) times a year, for the purpose of jointly investigating and reviewing health and safety conditions and practices. Employee members of the Health and Safety Committee may attend meetings of the Committee during normal working hours without loss of time or pay.

The County agrees to provide an Employee Assistance Program at no cost to the employee. A joint committee consisting of union and management representatives shall be used to review proposals and make a recommendation to the Personnel Committee.

MEMORANDUM OF AGREEMENT

The County and the Association agree to form a joint committee to develop, implement and oversee a salary study which shall include but not be limited to a review of the following job titles:

Sr. Probation Officer
Probation Officer
Caseworker, Service for Aging
Cleaner
Certified Nursing Assistant
Licensed Practical Nurse
Registered Professional Nurse
Community Mental Health Nurse
Public Health Nurse
Physical Therapy Assistant
Health Educator

Staff Social Worker
Community Mental Health Aide
Motor Equipment Operator I
Heavy Equipment Operator
Social Welfare Examiner
Support Investigator
Home Energy Assistant Examiner
Employment & Training Program Assistant
Motor Vehicle License Clerk
Sr. Motor Vehicle License Clerk

The Committee shall meet by June 1, 1995 to establish a study criteria and process to identify an independent third party or objection instrument to conduct a study. Upon completion of the study, the Committee shall review the results and make recommendations to the Board of Supervisors. Upon mutual agreement of both parties, the Committee may meet and review future salary upgrade requests during the term of the contract.

**AGREEMENT BETWEEN
COUNTY OF WAYNE AND CSEA, INC. LOCAL 1000, AFSCME
AFL-CIO WAYNE COUNTY SUPERVISORY AND EMPLOYEE'S UNIT**

WHEREAS, the County of Wayne ("County") and the Wayne County Supervisory Unit and Employees' Unit of the Civil Service Employees' Association, Inc., Local 859 ("Association") have reviewed the current practice of assigning used County owned vehicles to the Wayne County Mental Health Department and have agreed that this practice may not be the most efficient and economical use of County resources; and

WHEREAS, the County and the Association have met and agreed to certain provisions; now therefore, be it

RESOLVED, that it is mutually agreed by the parties, as follows:

1) The County agrees to purchase not more than ten (10) nor less than eight (8) new vehicles between the period of February 1, 1995 and December 31, 1996 to replace an equal number of used vehicles currently in use at the Wayne County Mental health Department.

2) The Association agrees that the make and model of the vehicles purchased shall be at the sole discretion of the County.

3) The Association agrees that the vehicles will be used by employees for County business during working hours and are not to be used for personal business including commuting from home to work.

4) The Association agrees that if a component program in the Wayne County Mental Health Department is discontinued or reduced to a level of service that no longer requires the availability of a County vehicle, the County is under no obligation to reassign said vehicle to another program component other than as a replacement for an existing vehicle that is no longer serviceable.

5) The Association agrees that the County is under no obligation to replace the vehicles referenced in this agreement with new vehicles once they are no longer serviceable. The County reserves the right to replace some or all with used County vehicles subject to the condition that replacement vehicles will meet NYS Vehicle Inspection standards.

**MEMORANDUM OF AGREEMENT BETWEEN
COUNTY OF WAYNE AND
CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO
WAYNE COUNTY SUPERVISORY AND EMPLOYEES' UNITS LOCAL 859
EARNING AND UTILIZATION OF COMPENSATORY TIME
BY CSEA EMPLOYEES IN THE WAYNE COUNTY
DEPARTMENT OF SOCIAL SERVICES**

Effective October 6, 1995 members of the CSEA Employees' and Supervisory Units who hold permanent Civil Service status in the Wayne County Department of Social Services shall have the option to accrue comp time in lieu of paid overtime subject to the following conditions:

1) Compensation for earned overtime may be divided between comp time and paid overtime in no less than fifteen (15) minute segments. (Scheduled overtime must still be worked in a minimum block of one hour.) Comp time may accrue to a maximum of seven (7) hours. An employee may earn additional comp time only when his/her comp time bank falls below seven (7) hours and only to the extent that the seven (7) hour maximum is reached.

2) Subject only to the operating requirements of the Department, employees upon proper notice to their Supervisor and approval of the Commissioner or his/her designee may utilize their earned comp time in increments of not less than fifteen (15) minutes.

3) Comp time may not be used in the same pay period that it is earned.

4) Requests for the use of vacation time shall be given priority over requests for the use of comp time as long as the request for vacation time is made more than forty eight (48) hours before an approved comp time request is scheduled to be used.

5) Any disagreements arising out of the administration of this agreement which cannot be resolved at the Department level shall be referred to a joint labor-management committee for resolution. The committee shall consist of three (3) labor and three (3) management representatives. Decisions of the committee shall be considered final by both parties and not subject to the grievance procedure.

6) This agreement will operate on a trial basis for a one (1) year period. Both parties will formally review the terms of this agreement on a quarterly basis (1/96, 4/96, 7/96, 10/96). Modifications may be made to the agreement with mutual consent of both

parties. The intent of both parties is to develop a system for the use of comp time in the Wayne County Department of Social Services which is mutually agreeable to both parties.

**MEMORANDUM OF AGREEMENT BETWEEN
COUNTY OF WAYNE AND
CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO, WAYNE COUNTY
SUPERVISORY AND EMPLOYEES' UNITS LOCAL 859**

CSEA EMPLOYEES' SICK LEAVE BANK

PURPOSE:

The purpose of the CSEA Employees' Sick Leave Bank is to provide additional sick days to participating members who have suffered a prolonged illness, defined as an absence of more than twenty (20) work days or are required to provide care and or comfort to an immediate family member (defined as spouse, child or parent) who has suffered a prolonged illness as defined above and meet the following guidelines.

The employee:

- a) must have exhausted sick and annual leave and compensatory time credits; and
- b) is not receiving or eligible to receive workers' compensation benefits.

MEMBERSHIP:

1) Membership in the sick leave bank is open to all County employees who have successfully completed their initial probationary period with the County, who are members of either the Wayne County CSEA Supervisory or Employees' Unit, and are eligible for bi-weekly sick leave accruals.

2) Application for membership in the sick leave bank may be made as follows: Employees may join by submitting an application during the open enrollment period, December 1 through December 31. Membership will become effective on January 1 of the following year.

3) To become a member in the sick leave bank, an employee must deposit **two (2)** sick days per calendar year to the bank except as hereinafter provided. Deposits will be made during the open enrollment period, December 1 through December 31.

4) Continued Participation Requirements: Continued participation in the Bank and the required assessment shall be determined as follows:

a) If the bank has 3,500 hours or more on November 1, participating members will not be required to contribute additional sick time.

b) If the Bank has less than 3,499 hours but more than 2,500 hours, each member will be required to deposit one (1) accrued sick leave day during the open enrollment period.

c) If the Bank has less than 2,500 hours each member will be assessed two (2) sick leave days.

d) In the event the employee does not have sufficient sick leave time available to meet the assessment, the employee shall cease to be a member of the Sick Bank. If a member of the bank has, or has had a serious health condition during the current calendar year, and has insufficient accruals to meet the assessment, their membership shall be retained in the bank for the ensuing year.

e) New members will be allowed to join during the open enrollment period by depositing two (2) sick days in the bank, regardless of the sick leave bank balance.

5) Days deposited to the sick leave bank are non-refundable.

6) Time granted to an employee, but not used due to the employee's return to work, resignation, death, or other separation from employment will not be extended from the bank. Time granted but not used is not payable to the employee or the employee's estate.

7) Days deposited will not be considered as days used when determining eligibility for the sick time buyout program.

8) Employees wishing to terminate membership in the sick leave bank must do so in writing. Signed written notice must be sent to the Wayne County Human Resources Department. Termination will become effective at the end of the calendar year in which the request is made. Copies of all termination letters will be forwarded to the Sick Leave Bank Committee. Days deposited to the bank will be converted to hours based on the employee's standard day; time granted from the bank will be drawn in hours based on the employee's standard hours, on bi-weekly pay period basis.

ADMINISTRATION:

1) The Sick Leave Bank shall be administered by a five (5) member committee comprised of three (3) CSEA members, at least one (1) of whom will be from the Supervisory Unit, the Director of Human Resources and one (1) other non-union managerial employee to be designated by the County Administrator.

2) The Committee shall review and approve/disapprove applications for sick leave bank usage submitted by participating members of the bank. Requests may be submitted prior to exhaustion of accruals; time granted will not commence before all accruals are exhausted. A majority vote of the Sick Leave Bank Committee members is necessary to approve/disapprove an application for benefits. The Committee shall have the right to request relevant medical information as it deems necessary. Decisions on applications for a sick leave draw will be communicated in writing to the applicant.

3) Decisions of the Committee shall be final and binding and not subject to the grievance and arbitration procedure, review by the Board of Supervisors, or review in any other legal forum.

4) If a request for sick leave bank usage is made by a member of the Committee said member shall recuse him/herself from the decision making. This individual will be temporarily replaced by a designee from the respective bargaining unit/management.

USE OF SICK LEAVE BANK:

1) Members of the sick leave bank may apply for benefits by completing an application available from the Human Resources Department. This application form must be accompanied by a physician's statement that includes information sufficient to verify that the employee is continuously unable to perform the essential functions of his/her position with or without reasonable accommodation due to a non-work related serious health condition.

For purposes of the Sick Leave bank, a "serious health condition" means non-work related illness, injury, impairment, or physical or mental condition regarded as such by the medical profession and that involves either (i) inpatient care in a hospital, hospice, or residential medical care facility, or (ii) continuing treatment by a health care provider.

2) Such statement must be from a licensed doctor of medicine or osteopathy to support the employees' request for sick bank usage. The employee must bear any costs associated with obtaining the physician's statement. The physician's statement must include:

- a) an assertion that the employee is unable to perform the essential functions of his/her regular job due to a non-work related serious health condition;
- b) the date the condition began;
- c) its probable duration;
- d) relevant medical facts;
- e) a statement of the medical necessity for continued work absence and the expected duration of such absence.

No action will be taken until the application and the physician's statement are received by the Department of Human Resources and forwarded to the Sick Leave Bank Committee.

3) The member seeking time from the bank will also sign a limited waiver of HIPPA rights, to enable the Committee to view and discuss submitted medical information. Once the Committee has reached a decision on the member's application for leave, the submitted medical information will be retained by the Human Resources Office in compliance with current HIPPA regulations. A decision will be made by the Committee within ten (10) working days of receipt of an application.

4) A member may not draw from the sick leave bank if s/he is eligible for and/or receiving workers' compensation benefits.

BENEFIT LEVEL:

1) A member who has deposited two (2) days to the sick leave bank will be eligible for a maximum draw of twenty (20) days from the bank to be used in half day increments.

2) The Committee may consider, in a catastrophic situation, an additional grant of twenty (20) days based on evidence of the member's continuing need.

3) If it is determined that a member is drawing sick leave bank days fraudulently, s/he shall be required to repay all fraudulently obtained benefits either

through leave credit accrual or payroll deduction, and shall be prohibited from participating in the sick leave bank.

4) A member shall not accrue additional sick leave or vacation leave credits while receiving sick leave bank days.

5) A member must return to work and be on the payroll for at least ninety (90) calendar days after any sick leave bank withdrawal before becoming eligible to make further application to use the Sick Leave Bank.

MODIFICATIONS:

Modifications may be made to this agreement with mutual consent of all parties. Proposed modifications must be submitted in writing and it shall be the intent of the parties to commence discussion of a proposed modification within thirty (30) days of receipt.

MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF WAYNE AND CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO, WAYNE COUNTY EMPLOYEES AND SUPERVISORY UNITS, LOCAL 859

3/14/96

Although new Federal regulations require drug and alcohol testing of certain employees, the Public Employees' Fair Employment Act requires the County of Wayne ("County") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Employees and Supervisory Units, Local 859 ("CSEA") to negotiate the impact of the new federal requirements. The County and CSEA agree to the following alcohol and drug testing protocols.

Section 1: Tests for Drugs and/or Alcohol

General: The County shall have its employees tested for drug and alcohol use in accordance with the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 395, that pertain to employees who operate commercial motor vehicles and are subject to commercial drivers' license requirements pursuant to 49 CFR Part 383. Unless mutually agreed to by the County and CSEA, the County's testing program shall not exceed what is mandated by the federal regulations. The program and its procedures shall be implemented for affected County employees on January 1, 1996.

Random Testing: The County shall select a qualified third party administrator to identify employees for random drug and/or alcohol testing conducted in accordance with the federal regulations. The County, upon written request, shall provide CSEA with a list of employees selected for testing for the sole purpose of verifying the “randomness” of the sample.

Reasonable Suspicion Testing: The County has the right to test an employee in the event that there is a reasonable suspicion that an employee may be under the influence of drugs and/or alcohol. When a reasonable suspicion test is required, the employee may consult with legal counsel and/or a CSEA representative as long as such consultation does not cause an unreasonable delay in the testing process.

An employee subject to reasonable suspicion testing will be transported to and from the collection site by the County.

A copy of the written report which led to the reasonable suspicion testing will be made available to the CSEA President upon request.

The final decision to have an employee tested for reasonable suspicion shall be made by the employee’s department head or designee. The designee shall in all cases be a managerial (non-union) employee.

Supervisory personnel shall receive refresher training on an annual basis.

Post-Accident Testing: When a post-accident test is required, the employee may consult with legal counsel and/or a CSEA representative as long as such consultation does not cause an unreasonable delay in the testing program.

Medical Review Officer (MRO): The County’s MRO shall be provided by the third party administrator.

Section 2: Testing Procedures

An employee should make the MRO or collection site supervisor aware of any medication s/he is using at the time of testing.

If a test result of the primary specimen is positive, the affected employee may request that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, sections 40.25 (f) (10) (11), 40.29 (b) (2) (3) and 40.33 (f). This request must be made within seventy-two (72) hours of notification to the employee of the positive test result. The costs associated with the test of a split specimen shall be the responsibility of

the employee if the results of the test are positive. The County shall require reimbursement from the employee for the cost of the test within a reasonable period of time not to exceed thirty (30) days.

Section 3: Payment of Wages

To the extent required by the current collective bargaining agreement and the Fair Labor Standards Act, the County shall pay the employee for the time required to comply with random, post-accident, reasonable suspicion and pre-promotional drug and alcohol testing. It is the County's intent to schedule these tests, whenever possible, during regular working hours. Any required return-to-duty and follow-up testing shall be done on the employee's own time.

Section 4: Call-In Procedure

At the time an employee is called to report to duty, the employee shall acknowledge the use of any alcohol or any drug or other substance which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work.

Section 5: Evaluation and Treatment

Any costs for an initial evaluation by the substance abuse professional (SAP), selected by the County after consultation with CSEA, shall be borne by the County. Any costs associated with treatment recommended by the SAP shall be the employee's responsibility. All required return-to-duty and follow-up testing shall be paid for by the employees. When a return-to-duty and/or a follow-up test is to be performed, the employee may consult with legal counsel or a CSEA representative as long as the testing process is not delayed or otherwise disrupted.

Upon prior approval by the County, an employee may utilize the services of a substance abuse professional (SAP) other than the one designated by the County.

Any discipline for a positive test result shall be administered in accordance with Article 24 of the appropriate collective bargaining agreement.

Efforts will be made by the County to reassign employees who test positive to non-safety sensitive duties if possible and appropriate. This may require the employee to accept a position different from the one he/she held at the time of the positive test.

If a position is not available for any period of time, the employee may draw on any existing vacation, personal leave and/or compensatory time accruals as long as he/she is in compliance with the recommendation of the SAP. The employee may draw on any existing sick time accruals for time spent during normal working hours under the care of a physician or for time spent during normal working hours in scheduled activities prescribed by SAP. The employee must, upon request by the department head or his/her designee, provide a certificate from a physician and/or SAP recommended professional verifying the time claimed as sick leave.

Reinstatement to the employee's position or an equivalent position may only occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by the SAP with a recommendation that the employee be returned to regular assignment. Department Heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the collective bargaining agreements.

Section 6: Previous Policies and Procedures

In the event of a conflict, the federal regulations and this memorandum of agreement shall supersede previous policies and procedures pertaining to drug and alcohol testing.

Section 7: Copies of Agreement

The County shall provide each affected employee with a copy of this memorandum of agreement.

Section 8: Severability

If any provision of this memorandum of agreement conflicts with a statutory or regulatory provision or is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this memorandum of agreement shall remain in full force. The parties shall thereafter meet within ninety (90) days to renegotiate said negated provision.

**MEMORANDUM OF AGREEMENT BETWEEN
COUNTY OF WAYNE AND
CSEA, INC., LOCAL 1000 AFSCME, AFL-CIO, WAYNE COUNTY
EMPLOYEES' UNIT LOCAL 859**

Public Health Educator - Job Rate

WHEREAS, the County of Wayne ("County") and the Wayne County Employees' Unit of the Civil Service Employees' Association ("Association") have agreed upon a job rate for the position of Public Health Educator for the duration of the contract between the two parties; now, therefore, be it

RESOLVED, that the job rate for the above referenced position shall be as follows:

1996 - \$12.956 and 1997 - \$13.409

Dated 4/18/96

**AGREEMENT BETWEEN
COUNTY OF WAYNE AND
CSEA, INC. LOCAL 1000, AFSCME, AFL-CIO
WAYNE COUNTY EMPLOYEE'S UNIT LOCAL 859**

WHEREAS, the County of Wayne ("County") and the Wayne County Employees' Unit of the Civil Service Employees' Association, Inc. Local 859 ("Association") have reviewed the practice of assigning a member of the Wayne County 911 Emergency Communications Department staff to coordinate the training programs within the department and have agreed to a method of compensation for this service; now, therefore, be it

RESOLVED, that it is mutually agreed by the parties, as follows:

The Public Safety Dispatcher or Public Safety Dispatcher Supervisor assigned the responsibility of coordinating the training programs, within the department will receive an additional \$.55 per hour for all hours worked while holding this assignment.

Dated 7/11/97

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF WAYNE
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME AFL/CIO
WAYNE COUNTY LOCAL 859
GENERAL EMPLOYEE UNIT 9100-02**

WHEREAS, the County of Wayne and the CSEA, Inc. (hereafter referred to as "The Parties") are parties to a collective bargaining agreement; and

WHEREAS, said agreement covers terms and conditions of employment for full and part-time employees listed in the salary schedule and recognition clause who are employed at the Wayne County Nursing Home; and

WHEREAS, the County of Wayne has constructed a new facility which, requires the creation and utilization of the new job title, "**Household Assistant**" (for inclusion in the CSEA unit); and

WHEREAS, the new County Nursing Home will require fewer employees holding the job titles of Unit Aid, Cleaner/Housekeeping, Laundry Worker and Food Service Helper; and

WHEREAS, the Parties have met and negotiated terms and conditions of employment for the affected employees/titles; now, therefore be it

RESOLVED, that upon ratification of the affected CSEA membership and the Wayne County Board of Supervisors, the following terms and conditions of employment will be in effect on the first day of the next payroll period following ratification by the parties:

1. Employees in the aforementioned job titles converting to "**Household Assistant**" will not be subjected to any probationary period.
2. The workweek shall be a fourteen (14) day schedule as described in the collective bargaining agreement and subject to all overtime provisions in said agreement.
3. The 2003 base rates of pay for the "**Household Assistant**" title will be **START - \$9.50, MIDPOINT 1 - \$9.85, MIDPOINT 2 - \$10.15, JOB RATE - \$11.30 PER HOUR**. Base rates will increase in accordance with the negotiated pay increase currently in discussions for the successor agreement. The Salary Grade will be Grade 1 – A.
4. Employees transferring to the new "**Household Assistant**" title, whose base rate of pay is less than the proposed base rates in #4 will have their base rate of pay increased to the appropriate base rate and step and will remain entitled to all increases in accordance with the collective bargaining agreement in effect and any future successor agreements.
5. Employees transferring to the new "**Household Assistant**" title whose base rate of pay is equal to or above the proposed base rates in #4 will not have their base rate

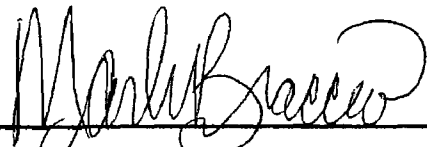
of pay decreased and will remain entitled to all increases in accordance with the collective bargaining agreement in effect and any future successor agreements.

6. The defined shifts shall be: 5:30 a.m.- 1:30 p.m., 7:00 a.m. – 3:00 p.m., 10:30 a.m. – 6:30 p.m., 11:30 a.m. – 7:30 p.m., 1:00 p.m. – 9:00 p.m., 3:00 p.m. – 11:00 p.m. and a part-time shift of 3:30 p.m. – 7:30 p.m.
7. Upon thirty (30) days written notice to the Union and the affected employees, the shift times in #6 , may be altered to meet the needs of the facility. The County agrees to negotiate the impact of such decision.
8. All employees currently holding the titles of Laundry Worker and Unit Aide will be re-titled as **“Household Assistant”**.
9. Any retroactive increases in base rates of pay for employees affected by a change in their job title pursuant to this MOA will be calculated on that employees' base rate of pay applicable as of January 1, 2004 from that date until the effective date of the change in their base rate of pay and thereafter on their new base rate of pay.
10. All other terms and conditions of employment defined in the collective bargaining agreement, including but not limited to seniority, shift differential, annual leave, longevity, etc. will remain in effect.

Dated 10/21/04

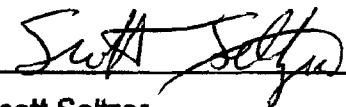
**WITNESS WHEREOF, THE PARTIES, hereunto
executed this Agreement by their duly
authorized officers this
____, day of ____ 2012**

James Hoffman, Chairman
Board of Supervisors
COUNTY OF WAYNE



Mark Braccio, President
WAYNE COUNTY GENERAL
EMPLOYEES, UNIT 9100-02, CIVIL
SERVICE EMPLOYEES
ASSOCIATION, LOCAL 859

James Marquette, County Administrator



Scott Seltzer
CSEA Labor Relations Specialist

APPENDIX "A" **SALARY SCHEDULE**

2011

GRADE	TITLE	HIRE	MIDPOINT 1	MIDPOINT 2	JOB
1	Unit Aide	9.951	10.451	11.391	12.188
1A	Household Assistant	11.887	12.325	12.700	14.140
2	Cleaner	12.232	12.800	13.923	14.895
3	Building Maintenance Helper	12.348	12.924	14.050	15.019
4	Food Service Helper	12.974	13.581	14.784	15.757
	Stock Attendant				
5	Activity Aide (WCNH) Mental Health Activity Aide	13.137	13.748	14.951	15.920
6	Maintenance Worker Building Maintenance Worker	13.210	13.826	14.953	15.923
7	*Certified Nursing Assistant Senior Cleaner	13.602	14.232	15.441	16.411
		8.257	-	-	-
8	Clerk Clerk-Typist Motor Vehicle Operator Receptionist Typist Telephone Operator Community Health Worker Rehabilitation Therapy Aide Pharmacy Technician	13.846	14.491	15.775	16.746
9	Laborer	13.804	14.450	15.580	16.550

10	Account Clerk Audit Clerk Stenographer Payroll Clerk	13.999	14.654	15.940	16.909
11	Cook	14.687	15.292	15.900	16.869
12	Recording Clerk Senior Clerk Senior Typist Senior Clerk-Typist Data Entry Machine Operator Home Health Aide Micro-Computer Operator Aging Services Worker	15.189	15.825	16.470	17.283
13	Senior Account Clerk Senior Account Clerk-Typist Senior Audit Clerk Senior Stenographer Motor Vehicle License Clerk Computer Operator Trainee Bilingual Typist Senior Payroll Clerk Employment & Training Program Assistant	15.362	16.003	16.646	17.467 18.339
14	Maintainer	15.466	16.081	16.699	17.520
15	Senior Recording Clerk Senior Data Entry Machine Operator	15.679	16.322	16.962	17.801
16	Motor Equipment Operator #2	16.027	16.633	17.246	18.095
17	Engineering Technician	16.300	16.914	17.525	18.388
18	Assistant Title Searcher Community Mental Health Aide Medical Records Clerk Senior Acct Clerk/Telecommunications Clerk Veterans Service Counselor Coordinator of Volunteer Services	16.395	17.034	17.677	18.551

Supportive Case Manager

19	Sign Maintenance Worker Maintenance Mechanic Motor Equipment Operator #1 Automotive Mechanic Helper	16.713	17.327	17.938	18.828
20	Computer Operator Resource Assistant Home Energy Assistant Examiner Veterans Service Officer Licensed Practical Nurse Mental Health Activities Coordinator Early Intervention Service Coordinator	17.557	18.254	18.947	19.885
21	Heavy Equipment Operator Building Maintenance Mechanic Automotive Body Technician	17.549	18.161	18.776	19.702
22	Public Safety Dispatcher Public Safety Dispatcher - Trainee	17.932 15.750	18.713	19.465	19.812
23	Social Welfare Examiner Support Investigator Probation Assistant	17.910	18.619	19.328	20.282
24	Assistant Real Property Tax Service Aide Senior Motor Vehicle License Clerk	18.195	18.887	19.584	20.551
25	Working Foreman Automotive Mechanic Senior Sign Maintenance Worker Senior Engineering Technician ALS Technician Emergency Management Planner/Trainer	18.241	18.855	19.469	20.430
26	Assistant County Historian (35 hr.)	18.271	18.885	19.498	20.460
27	Legal Assistant Computer Services Assistant Deputy Director Weights & Measures Automotive Mechanic (In charge (CG))	18.512	19.210	19.901	20.886

28	Senior Computer Operator Aging/Youth Services Assistant	18.983	19.676	20.375	21.384
29	Social Work Assistant Assistant Social Worker Employment & Training Counselor Caseworker, Aging/Youth Assistant Computer Programmer Probation Officer - Trainee Chief ALS Technician	19.936	20.633	21.327	22.382
30	Tax Map Technician Financial Investigator Real Property Tax Service Aide Aging Services Specialist Senior Employment & Training Counselor Employment & Training Coordinator Radiological & Chemical Officer Emergency Management Training Coordinator Senior Caseworker, Services for Aging Nutrition Services Coordinator Homeless Youth Coordinator Public Health Educator Physical Therapy Assistant (without experience)	20.732	21.425	22.119	23.215
31					
32	Telecommunications Technician Probation Officer Planner Substance Abuse Counselor Junior Engineer Addiction Therapist	22.771	23.521	24.268	25.470
33	Public Health Nurse Community Mental Health Nurse Registered Professional Nurse	22.771	24.268	26.359	27.667
34	Fiscal Manager (JTPA) Admissions Coordinator Physical Therapy Assistant	23.720	24.474	25.219	26.467
	SSW Medical Social Worker				27.633

					27.633
	CMHP				27.341
	Senior Probation Officer				26.832

35	Computer Programmer Computer Technician Investigator (PD) Criminal Investigator (DA) Criminal Investigator (DA) – Bilingual Micro-Computer Programmer	24.515	25.259	26.010	27.299
36	Senior Planner Senior Computer Technician	26.416	27.169	27.917	29.304
37	Senior Computer Programmer Senior Micro-Computer Programmer Senior Network Technician	28.958	29.704	30.458	31.965
	Criminal Records Clerk (Civil Office)	16.408			18.180
	Account Clerk (Civil Office)	15.631			17.391

PART TIME EMPLOYEES SALARY SCHEDULE:	2011 Hourly Rate:
Outdoor Recreation Program Coord. (Tourism Office)	17.070
Tourism Assistant (Tourism Office)	17.769
Account Clerk (Treasurer's Office)	11.006
Copy Center Coordinator (Print Shop)	12.385
Motor Vehicle Operator (Veterans Office – 1 position)	9.711
Aging Services Aides (Office for the Aging)	9.084

LONGEVITY: Longevity shall be paid according to the following schedule. Longevity payments will be included in the hourly rate for purposes of calculating overtime.

After 5 years	\$350.00
After 7 years	\$550.00
After 10 years	\$950.00
After 13 years	\$1,200.00
After 16 years	\$1,450.00
After 20 years	\$1,700.00
After 25 years	\$2,000.00

2012

GRADE	TITLE	HIRE	MIDPOINT 1	MIDPOINT 2	JOB
1	Unit Aide	10.125	10.634	11.590	12.401
1A	Household Assistant	12.095	12.541	12.923	14.388
2	Cleaner	12.446	13.024	14.167	15.156
3	Building Maintenance Helper	12.564	13.150	14.296	15.282
4	Food Service Helper Laundry Worker Stock Attendant	13.201	13.818	15.043	16.033
5	Activity Aide (WCNH) Mental Health Activity Aide	13.367	13.989	15.213	16.198
6	Maintenance Worker Building Maintenance Worker	13.441	14.068	15.215	16.202
7	*Certified Nursing Assistant Senior Cleaner *Nursing Assistant Trainee	13.840 8.402	14.481	15.711	16.698
8	Clerk Clerk-Typist Motor Vehicle Operator Receptionist Typist Telephone Operator Community Health Worker Rehabilitation Therapy Aide Pharmacy Technician	14.088	14.745	16.051	17.039
9	Laborer	14.046	14.702	15.853	16.839
10	Account Clerk	14.244			

			14.910	16.219	17.205
	Audit Clerk Stenographer Payroll Clerk				
11	Cook	14.944	15.560	16.179	17.164
12	Recording Clerk Senior Clerk Senior Typist Senior Clerk-Typist Data Entry Machine Operator Home Health Aide Micro-Computer Operator Aging Services Worker	15.455	16.102	16.759	17.586
13	Senior Account Clerk Senior Account Clerk-Typist Senior Audit Clerk Senior Stenographer Motor Vehicle License Clerk Computer Operator Trainee Bilingual Typist Senior Payroll Clerk	15.631	16.283	16.938	17.773
	Employment & Trainint Program Assistant				18.660
14	Maintainer	15.737	16.362	16.991	17.827
15	Senior Recording Clerk Senior Data Entry Machine Operator	15.953	16.607	17.259	18.113
16	Motor Equipment Operator #2	16.307	16.924	17.547	18.412
17	Engineering Technician	16.586	17.210	17.832	18.710
18	Assistant Title Searcher Community Mental Health Aide Medical Records Clerk Senior Acct Clerk/Telecommunications Clerk Veterans Service Counselor Coordinator of Volunteer Services Supportive Case Manager	16.682	17.332	17.986	18.876

19	Sign Maintenance Worker Maintenance Mechanic Motor Equipment Operator #1 Automotive Mechanic Helper	17.006	17.630	18.251	19.157
20	Computer Operator Resource Assistant Home Energy Assistant Examiner Veterans Service Officer Licensed Practical Nurse Mental Health Activities Coordinator Early Intervention Service Coordinator	17.864	18.573	19.278	20.233
21	Heavy Equipment Operator Building Maintenance Mechanic Automotive Body Technician	17.856	18.479	19.105	20.047
22	Public Safety Dispatcher Public Safety Dispatcher - Trainee	18.246 16.026	19.040	19.805	20.158
23	Social Welfare Examiner Support Investigator Probation Assistant	18.223	18.945	19.667	20.637
24	Assistant Real Property Tax Service Aide Senior Motor Vehicle License Clerk	18.513	19.217	19.927	20.911
25	Working Foreman Automotive Mechanic Senior Sign Maintenance Worker Senior Engineering Technician ALS Technician Emergency Management Planner/Trainer	18.560	19.185	19.810	20.788
26	Assistant County Historian (35 hr.)	18.591	19.215	19.840	20.818
27	Legal Assistant Computer Services Assistant Deputy Director Weights & Measures Automotive Mechanic (In charge (CG)	18.836	19.547	20.250	21.252

28	Senior Computer Operator Aging/Youth Services Assistant	19.316	20.021	20.732	21.758
29	Social Work Assistant Assistant Social Worker Employment & Trainint Counselor Caseworker, Aging/Youth Assistant Computer Programmer Probation Officer - Trainee Chief ALS Technician	20.285	20.994	21.700	22.774
30	Tax Map Technician Financial Investigator Real Property Tax Service Aide Aging Services Specialist Senior Employment & Training Counselor Employment & Training Coordinator Radiological & Chemical Officer Emergency Management Training Coordinator Senior Caseworker, Services for Aging Nutrition Services Coordinator Homeless Youth Coordinator Public Health Educator Physical Therapy Assistant (without experience)	21.094	21.800	22.507	23.622
31					
32	Telecommunications Technician Probation Officer Planner Substance Abuse Counselor Junior Engineer Addiction Therapist	23.169	23.932	24.693	25.916
33	Public Health Nurse Community Mental Health Nurse Registered Professional Nurse	23.169	24.693	26.821	28.151
34	Fiscal Manager (JTPA) Admissions Coordinator Physical Therapy Assistant	24.135	24.902	25.660	26.930
	SSW				28.117
	Medical Social Worker				28.117

CMHP	27.820
------	--------

Senior Probation Officer	27.302
--------------------------	--------

35	Computer Programmer	24.944	25.701	26.466	27.776
	Computer Technician				
	Investigator (PD)				
	Criminal Investigator (DA)				
	Criminal Investigator (DA) - Bilingual				
	Micro-Computer Programmer				

36	Senior Planner	26.879	27.645	28.406	29.817
	Senior Computer Technician				

37	Senior Computer Programmer	29.465	30.224	30.991	32.524
	Senior Micro-Computer Programmer				
	Senior Network Technician				

Criminal Records Clerk (Civil Office)	16.695	18.498
---------------------------------------	--------	--------

Account Clerk (Civil Office)	15.904	17.695
------------------------------	--------	--------

PART TIME EMPLOYEES SALARY SCHEDULE:	2012 Hourly Rate:
Outdoor Recreation Program Coord. (Tourism Office)	17.368
Tourism Assistant (Tourism Office)	18.080
Account Clerk (Treasurer's Office)	11.199
Copy Center Coordinator (Print Shop)	12.602
Motor Vehicle Operator (Veterans Office – 1 position)	9.881
Aging Services Aides (Office for the Aging)	9.243

LONGEVITY: Longevity shall be paid according to the following schedule. Longevity payments will be included in the hourly rate for purposes of calculating overtime.

After 5 years	\$350.00
After 7 years	\$550.00
After 10 years	\$950.00
After 13 years	\$1,200.00
After 16 years	\$1,450.00
After 20 years	\$1,700.00
After 25 years	\$2,000.00

2013

GRADE	TITLE	HIRE	MIDPOINT 1	MIDPOINT 2	JOB
1	Unit Aide	10.302	10.820	11.793	12.618
1A	Household Assistant	12.307	12.760	13.149	14.639
2	Cleaner	12.664	13.252	14.415	15.421
3	Building Maintenance Helper	12.784	13.381	14.546	15.550
4	Food Service Helper Stock Attendant	13.432	14.060	15.306	16.313
5	Activity Aide (WCNH) Mental Health Activity Aide	13.601	14.234	15.479	16.482
6	Maintenance Worker Building Maintenance Worker	13.677	14.314	15.481	16.485
7	*Certified Nursing Assistant Senior Cleaner	14.082 8.549	14.734	15.986	16.991
8	Clerk Clerk-Typist Motor Vehicle Operator Receptionist Typist Telephone Operator Community Health Worker Rehabilitation Therapy Aide Pharmacy Technician	14.335	15.003	16.332	17.337
9	Laborer	14.292	14.960	16.130	17.134
10	Account Clerk	14.493			

2013

GRADE	TITLE	HIRE	MIDPOINT 1	MIDPOINT 2	JOB
1	Unit Aide	10.302	10.820	11.793	12.618
1A	Household Assistant	12.307	12.760	13.149	14.639
2	Cleaner	12.664	13.252	14.415	15.421
3	Building Maintenance Helper	12.784	13.381	14.546	15.550
4	Food Service Helper	13.432	14.060	15.306	16.313
	Stock Attendant				
5	Activity Aide (WCNH) Mental Health Activity Aide	13.601	14.234	15.479	16.482
6	Maintenance Worker Building Maintenance Worker	13.677	14.314	15.481	16.485
7	*Certified Nursing Assistant Senior Cleaner	14.082	14.734	15.986	16.991
		8.549			
8	Clerk Clerk-Typist Motor Vehicle Operator Receptionist Typist Telephone Operator Community Health Worker Rehabilitation Therapy Aide Pharmacy Technician	14.335	15.003	16.332	17.337
9	Laborer	14.292	14.960	16.130	17.134
10	Account Clerk	14.493			

19	Sign Maintenance Worker Maintenance Mechanic Motor Equipment Operator #1 Automotive Mechanic Helper	17.304	17.939	18.571	19.493
20	Computer Operator Resource Assistant Home Energy Assistant Examiner Veterans Service Officer Licensed Practical Nurse Mental Health Activities Coordinator Early Intervention Service Coordinator	18.177	18.898	19.616	20.587
21	Heavy Equipment Operator Building Maintenance Mechanic Automotive Body Technician	18.168	18.803	19.439	20.397
22	Public Safety Dispatcher Public Safety Dispatcher - Trainee	18.566 16.306	19.374	20.152	20.511
23	Social Welfare Examiner Support Investigator Probation Assistant	18.542	19.277	20.011	20.998
24	Assistant Real Property Tax Service Aide Senior Motor Vehicle License Clerk	18.837	19.554	20.275	21.277
25	Working Foreman Automotive Mechanic Senior Sign Maintenance Worker Senior Engineering Technician ALS Technician Emergency Management Planner/Trainer	18.885	19.521	20.156	21.152
26	Assistant County Historian (35 hr.)	18.916	19.552	20.187	21.182
27	Legal Assistant Computer Services Assistant Deputy Director Weights & Measures Automotive Mechanic (In charge (CG))	19.166	19.889	20.604	21.624

CMHP	28.307
------	--------

Senior Probation Officer	27.780
--------------------------	--------

35	Computer Programmer	25.380	26.151	26.929	28.262
	Computer Technician				
	Investigator (PD)				
	Criminal Investigator (DA)				
	Criminal Investigator (DA) - Bilingual				
	Micro-Computer Programmer				

36	Senior Planner	27.349	28.129	28.903	30.339
	Senior Computer Technician				

37	Senior Computer Programmer	29.980	30.753	31.533	33.093
	Senior Micro-Computer Programmer				
	Senior Network Technician				

Criminal Records Clerk (Civil Office)	16.988	18.822
---------------------------------------	--------	--------

Account Clerk (Civil Office)	16.183	18.005
------------------------------	--------	--------

PART TIME EMPLOYEES SALARY SCHEDULE:	2013 Hourly Rate:
Outdoor Recreation Program Coord. (Tourism Office)	17.672
Tourism Assistant (Tourism Office)	18.396
Account Clerk (Treasurer's Office)	11.395
Copy Center Coordinator (Print Shop)	12.822
Motor Vehicle Operator (Veterans Office - 1 position)	10.054
Aging Services Aides (Office for the Aging)	9.405

LONGEVITY: Longevity shall be paid according to the following schedule.
Longevity payments will be included in the hourly rate for purposes of calculating overtime.

After 5 years	\$350.00
After 7 years	\$550.00
After 10 years	\$950.00
After 13 years	\$1,200.00
After 16 years	\$1,450.00
After 20 years	\$1,700.00
After 25 years	\$2,000.00

Newly hired Registered Nurses and Public Health Nurses with 24 months previous experience at the time of appointment shall start at midpoint 1. All new hired Registered Nurses and Public Health Nurses with less than 24 months previous experience at time of appointment shall start at hire rate and advance to midpoint 1 in the normal manner. (Agreed to 9/21/98)

Wayne County Nursing Home (Agreed to 9/28/99)

1. New hire Registered Nurses with 3 years (36 months) previous experience, 1 year (12 months) of which is in a long term care facility, at the time of appointment shall start at midpoint 2.
2. New hire Registered Nurses with 3 years (36 months) previous experience in a long term care facility and trained MDS or certified as a PRI assessor at the time of appointment shall start at job rate.
3. New hire Licensed Practical Nurses with 2 years (24 months) previous experience at time of appointment shall start at midpoint 1.
4. New hire Licensed Practical Nurses with 3 years (36 months) previous experience, 1 year (12 months) of which is in a long term care facility, shall start at midpoint 2.

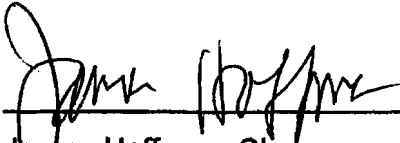
Wayne County Public Health, Mental Health and Wayne County Jail (New)

1. Effective June 1, 2001 new hire Registered Nurses and Public Health Nurses with 3 years (36 months) previous experience, 1 year (12 months) of which is in critical care and/or home health, at the time of appointment shall start at midpoint 2. Any full time employee currently holding the title of Registered Nurse or Public Health Nurse who is at hire rate or midpoint 1, but would have qualified at time of hire to be placed at midpoint 2 under this provision, shall be moved to midpoint 2 effective June 8, 2001 (first day of payroll period).
2. Effective June 1, 2001 new hire Registered Nurses and Public Health Nurses with 3 years (36 months) previous experience, 2 years (24) months of which is in critical care and/or home health, at the time of appointment shall start at job rate. Any full time employee currently holding the title of Registered Nurse or Public Health Nurse, who is at hire rate, midpoint 1 or midpoint 2, but would have qualified at time of hire to be

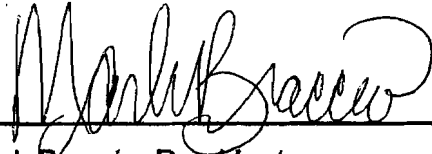
placed at job rate under this provision, shall be moved to job rate effective June 8, 2001 (first day of payroll period).

3. Effective June 1, 2001 new hire Licensed Practical Nurses with 2 years (24 months) previous experience at time of appointment shall start at midpoint 1. Any full time employee holding the title of Licensed Practical Nurse who is at hire rate but would have qualified at time of hire to be placed at midpoint 1 under this provision, shall be moved to midpoint 1 effective June 8, 2001 (first day of payroll period).
4. Effective June 1, 2001 new hire Licensed Practical Nurses with 3 years (36 months) previous experience, 1 year (12 months) of which is in critical care and or home health, at time of appointment shall start at midpoint 2. Any full time employee holding the title of Licensed Practical Nurse who is at hire rate or midpoint 1 but would have qualified at time of hire to be placed at midpoint 2 under this provision, shall be moved to midpoint 2 effective June 8, 2001 (first day of payroll period).

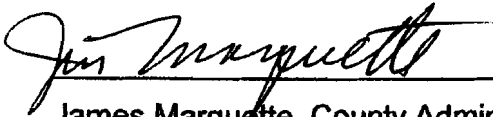
**WITNESS WHEREOF, THE PARTIES, hereunto
executed this Agreement by their duly
authorized officers this
24, day of Feb 2012**



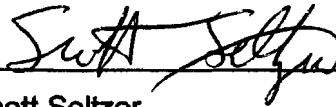
James Hoffman, Chairman
Board of Supervisors
COUNTY OF WAYNE



Mark Braccio, President
WAYNE COUNTY GENERAL
EMPLOYEES, UNIT 9100-02, CIVIL
SERVICE EMPLOYEES
ASSOCIATION, LOCAL 859



James Marquette, County Administrator



Scott Seltzer
CSEA Labor Relations Specialist